

**EXHIBIT A**

Settlement Agreement effective November 17, 2015 executed by Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Jason Brown Lewis and Yamma N. Brown Lumar, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar

FILED \_\_\_\_\_ 12.7.2015  
\_\_\_\_\_  
L. J. Adams  
D.C.P. & G.S.  
\_\_\_\_\_  
Anita Knepple  
Deputy Clerk

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is made and entered as of 11/17/15, 2015 (the "Effective Date") by Petitioners, **Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Jason Brown Lewis, Yamma N. Brown Lumar, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar**, their successors, heirs, agents, and assigns (hereinafter "Petitioners"); the **Estate of James Brown**, by and through its Personal Representative and Special Administrator, Russell L. Bauknight and its Limited Special Administrator, David C. Sojourner, Jr., ("Estate"); and the **James Brown Irrevocable Trust**, established by the Irrevocable Trust Agreement dated August 1, 2000, by and through its Trustee and Special Trustee, Russell L. Bauknight and its Limited Special Trustee, David C. Sojourner, Jr., ("Trust") (all parties to this Agreement collectively referred to as the "Parties").

### Recitations

A. WHEREAS James Brown, Jr. ("Decedent") died on December 25, 2006 in the State of South Carolina, leaving a Last Will and Testament and Irrevocable Trust Agreement, dated August 1, 2000 ("2000 Will and Trust").<sup>1</sup> Petitioners are acknowledged by Decedent as his children in the 1999 and 2000 Will and Trust. An Application for Informal Probate of Will and Appointment of Personal Representative was filed on January 18, 2007.

B. WHEREAS on December 26, 2007, Petitioners filed Petitions to Set Aside the Informal Probate of the Last Will and Testament and the Trust Agreement, and on January 24, 2008 Petitioners filed Amended Petitions to Set Aside Informal Probate and Trust Agreement (the "Petitions"), civil action number 2008-CP-02-01647 (the "Litigation"). In the Petitions,

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<sup>1</sup> Decedent also executed a Last Will and Testament and Irrevocable Trust Agreement dated June 15, 1999 (hereinafter, the "1999 Will and Trust").

Petitioners assert the 2000 Will and Trust should be set aside on several grounds (Petitioner's "Claims"), including without limitation: (i) Decedent was unduly influenced; (ii) the Will and Trust are the product of fraud exerted on Decedent; (iii) Decedent lacked testamentary capacity; and (iv) the Trust is illusory.

C. WHEREAS Decedent's 1999 and 2000 Will (Paragraph X) and Decedent's 1999 and 2000 Trust (Article XXI) both contain *in terrorem* or "no contest" clauses and pursuant to such clauses the Personal Representatives of the Estate and Trustees of the Trust responded to Petitioners' Petitions, denying all allegations, seeking an order disinheriting Petitioners from the Estate and Trust, and seeking to have the 2000 Will and Trust probated.

D. WHEREAS limited written discovery has been conducted between the parties pursuant to a scheduling order issued by the Court of Common Pleas and the parties anticipate extensive discovery, including depositions of the parties and potential witnesses, and therefore, the parties are informed and believe that additional discovery will be time-consuming and expensive.

E. WHEREAS the Parties now seek to mutually and voluntarily end the pending Litigation before the initiation of additional litigation, including written discovery and lengthy depositions, which will undoubtedly vastly increase costs and expenses for Petitioners and the Estate and Trust.

NOW THEREFORE, in consideration of the mutual agreements and undertakings set forth herein, the sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

**I. Releases**

**I.A. Release and Discharge of Bauknight and Sojourner.**

For the consideration set forth herein, Petitioners, their attorneys, accountants, agents, representatives, and servants, hereby release and forever discharge 1) Russell L. Bauknight, individually, and in his capacity as Personal Representative and Special Administrator of the Estate, and Trustee and Special Trustee of the Trust, together with his attorneys, accountants, agents, employees, partners, and associates; and 2) David C. Sojourner, Jr., individually and in his capacity as Limited Special Administrator of the Estate and Limited Special Trustee of the Trust, together with his attorneys, accountants, employees, partners, and associates from all claims, demands, obligations, actions, and causes of actions, whether known or unknown, of any kind whatsoever, existing as of the Effective Date of this Agreement, including without limitation all claims for breach of any duty, fiduciary or otherwise, they owe or may have owed directly or indirectly to Petitioners, their attorneys, accountants, agents, employees, partners, and associates.

**I.B. Release and Discharge of the Estate and Trust.**

For the consideration set forth herein, Petitioners, their attorneys, accountants, agents, employees, partners, and associates, hereby release and forever discharge the Estate and Trust and all fiduciaries of the Estate and Trust (except as specifically set forth herein in Paragraph IV.C) from all claims, demands, obligations, actions, and causes of actions, whether known or unknown, of any kind whatsoever, existing as of the Effective Date of this Agreement. This release expressly excludes the matters set forth in Paragraphs III and IV (below), which Petitioners do not release, as more fully set forth therein.

**I.C. Dismissal with Prejudice of all Challenges to Will and Trust**

For the consideration set forth herein, Petitioners, their attorneys, accountants, agents, representatives, and servants, hereby relinquish all challenges, claims, counterclaims and/or defenses they may have to the validity and/or enforceability of the 2000 Will and/or Trust, as well as to the 1999 Will and/or Trust, including without limitation claims asserted in, or in any way related to, the aforesaid Litigation. As part and parcel of this release, Petitioners agree not to participate in and/or support, directly or indirectly, any other party or parties' challenges to the validity and/or enforceability of the 2000 Will and/or Trust and/or the 1999 Will and/or Trust. Petitioners agree that if one or both of the 1999 Will and Trust or the 2000 Will and Trust are held by the Court to be valid, Petitioners will not object to such validity, move to vacate, move to modify, and/or appeal the Court's finding in any way.

In furtherance of this release, Petitioners agree to immediately dismiss their Claims and the Litigation as a whole, with prejudice, execute the Consent Order of Dismissal attached hereto as Exhibit 1, and take whatever action and/or sign whatever documents are necessary to dismiss with prejudice the Claims and/or challenges they have asserted in the Litigation.

This Agreement does not require Petitioners to withdraw from Case Nos. 2013-CP-02-02849, 02850, or 02851 (the "Other Estate Litigation"). The Estate and Trust do not and will not represent Petitioners' interests in connection with the Other Estate Litigation and will not seek court authorization to do so.

**I.D. Release and Discharge of Petitioners.**

For the consideration set forth herein, the Estate and Trust hereby release and forever discharge Petitioners, their attorneys, accountants, agents, employees, partners, and associates, from all claims, counterclaims, demands, obligations, actions, and causes of actions, whether

known or unknown, existing as of the Effective Date of this Agreement, related to any interest Petitioners may have or assert in the Estate or Trust.

The Parties expressly exclude from this release and discharge the Debt and related May 20, 2008 Security Deed and Note ("Note") between the Estate and Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Yamma N. Brown Lumar, Daryl J. Brown, and Tonya Brown for the property located at 2506 Parkway Drive, Augusta, Georgia 30904. This Agreement does not affect either the Estate's rights or the Petitioners' obligations reflected therein.

## **II. Warrant of Non-assignment.**

Petitioners hereby expressly affirm and warrant they have not assigned, pledged, encumbered, disclaimed or otherwise transferred any interest as a beneficiary of the 1999 Will and Trust or the 2000 Will and Trust and/or any claims or interests released by this Agreement.

## **III. Claims to Personal Property**

Petitioners retain their rights and claims to the Estate's personal property as expressly provided in the 1999 and 2000 Will, Paragraph I ("General Bequest of Personal and Household Effects with a Mandatory Memorandum").

## **IV. Exclusions from Release and Discharge**

Notwithstanding the forgoing releases set forth in Section I, the Parties agree those releases do not release the following claims, which Petitioners expressly reserve and maintain.

### **IV.A. Rights as Intestate Heirs**

Petitioners are not releasing their claims or rights as intestate heirs and specifically retain their rights to claim as intestate heirs if the Court finds that the Decedent died intestate or that any portion of Decedent's estate passes through intestacy.

### **IV.B. Claims to Educational Funds**

The Parties acknowledge that nothing herein shall act in any way to release any claims and/or any interests their children may have in receiving proceeds for educational expenses from the Brown Family Education Trust Agreement and/or any trust fund that may exist under James Brown's 1999 and/or 2000 Will and Trust for the purpose of supporting the education of Grandchildren of James Brown ("Brown Family Education Trust"). Payments from the Brown Family Education Trust to its beneficiaries shall be determined and made pursuant to the terms of the Trust, but the Parties agree qualifying claims for education expenses that were incurred prior to the Effective Date shall be given equal consideration to qualifying claims for education expenses that are incurred following the Effective Date.

#### **IV.C. Copyright Termination Rights**

Petitioners do not in any way settle, release, waive, or encumber any rights or interests that they may have with respect to termination rights under the Copyright Act, 17 U.S.C. §§ 203(a), 304(c), 304(d) regarding James Brown's music and/or any other intellectual property rights.

#### **IV.D. Claims against Adele Pope**

Petitioners do not release any and all claims they have against Adele Pope.

#### **V. Exchange of the Monetary Consideration for the Settlement**

In consideration of the foregoing release and discharge and upon the execution of this Agreement, the Estate agrees to the exchange of consideration in the total amount of One Hundred Fifty Thousand (\$150,000.00) Dollars (the "Settlement Sum"), to be provided to Petitioners as follows:

**V.A. One-Time Payment:** The Estate agrees to pay or cause to be paid within thirty (30) days of the Effective Date, or, if applicable, the Court's approval of this

Settlement, whichever is later, the following one-time payments, such payments made through a single check in the amount of \$150,000, payable to the "Louis Levenson Escrow Account on behalf of Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, and Yamma N. Brown Lumar, Jason Brown Lewis, Sydney Lumar, and Carrington Lumar":

V.A.1. A single, lump-sum payment of One Hundred Forty Seven Thousand and No/100 Dollars (\$147,000.00), collectively to **Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, and Yamma N. Brown Lumar;**

V.A.2. A single, lump-sum payment of One Thousand and No/100 Dollars (\$1,000) to Jason Brown Lewis;

V.A.3. A single, lump-sum payment of One Thousand and No/100 Dollars (\$1,000) to Yamma N. Brown Lumar, for the benefit of her minor child Sydney Lumar; and

V.A.4. A single, lump-sum payment of One Thousand and No/100 Dollars (\$1,000) to Yamma N. Brown Lumar, for the benefit of her minor child Carrington Lumar.

**VI. Settlement Contingent upon Settlement with Tonya Brown, a/k/a Sarah LaTonya Brown Fegan**

The Parties agree this Settlement is expressly contingent upon the Estate and Trust entering into a binding settlement with Tonya Brown, a/k/a Sarah LaTonya Brown Fegan on the same terms as set forth herein, with monetary consideration in the amount of \$37,500.

**VII. Adequate Consideration – Denial of Liability**

The Parties agree and acknowledge that the releases and payments set forth in this Agreement will constitute full, complete, final, and binding compromise and satisfaction of the pending Litigation, and shall not be considered an admission of any liability by any of the Parties.

The Parties specifically deny any liability, fault, responsibility, or wrongdoing and assert that no past or present wrongdoing, fault, responsibility or liability on the part of any of the Parties shall be implied by the releases and negotiations contained in this Agreement. The Parties further agree they are entering into this Agreement to eliminate any cost of potential claim(s) or actions asserted by the Parties related to or in any way arising out of the Litigation and/or other released matters.

The Parties agree and acknowledge this Agreement and the settlement represented by this Agreement do not establish or constitute evidence that any Party or Parties are a prevailing party in the Litigation or any other litigation involving the Estate.

**VIII. Covenant Not to Sue**

Petitioners further covenant that they, individually or collectively, on behalf of their heirs, assigns, successors, agents, and/or anyone acting on their behalf, will not initiate, participate in, file or assert any action, proceeding, lawsuit, claim, or cause of action (whether common law, statutory, regulatory, federal, state, legal, or equitable) against the Estate or Trust, or any individual representing the Estate or Trust, in any capacity, for any event, transaction, or occurrence related to or arising from the past conduct arising out of or related to the aforesaid Litigation. This covenant not to sue is intended to have the broadest interpretation possible and

shall absolutely prohibit Petitioners from any further action or proceeding against the Estate or Trust, or any individual representing the Estate or Trust.

**IX. Cooperation on Potential Court Approval**

Should the Court require this Settlement be submitted to the Court for approval or should the LSA in his sole discretion determine Court approval is in the best interest of the Estate, the Parties agree to support approval of this Agreement through appropriate documentary filings and/or testimony as the Court and/or LSA may reasonably direct and that, in such event, this Agreement is expressly contingent upon such Court approval.

**X. Representation of Comprehension of Document**

In entering into this Agreement, each Party agrees such Party is aware of and assumes the legal, insurance, and tax consequences this Agreement may have upon such Party, that the terms of this Agreement have been completely read by the Parties, that each Party has discussed this Agreement with such Party's attorney; and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

**XI. Change of Law or Facts**

All Parties hereto expressly acknowledge that other, new, or supplemental facts, information, and/or causes of action that either may now exist or that may arise or become known in the future could cause them to evaluate the underlying facts or their positions differently than as of the Effective Date of this Agreement. Each Party expressly agrees, and specifically assumes the risk, that if facts, information, and/or causes of action related to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from, the facts, information, and/or causes of action now believed or assumed to be true by either or all parties, this Agreement shall nonetheless remain in full force and effect.

**XII. Non-Reliance**

No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, except as expressly provided for herein.

**XIII. Documents**

The Parties agree to cooperate fully and to execute any supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, including but not limited to:

XIII.A. Motion to Dismiss the Claims and the Litigation as a whole, with prejudice;

XIII.B. Consent Order of Dismissal (attached hereto as Exhibit 1);

**XIV. Governing Law**

This Agreement is entered into in the State of South Carolina, and the Parties hereby agree that it shall be construed and interpreted in accordance with the laws of South Carolina.

**XV. Counterparts**

The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XVI. Modifications**

This Agreement may not be altered, amended or modified, except in a suitable writing signed by each of the Parties.

## **XVII. Duty to Cooperate**

Petitioners specifically acknowledge and agree that they will cooperate with the Estate and Trust in any and all continuing matters and proceedings concerning the Estate and Trust of James Brown and will reasonably and timely respond to all requests of the Estate and Trust. Petitioners specifically further acknowledge and agree that they will not cooperate with Adele J. Pope, Albert H. Dallas, David G. Cannon, Joel A. Katz, Tommie Rae Hynie Brown, or Frank Copsidas in any and all continuing matters and proceedings concerning the Estate and Trust of James Brown.

## **XVIII. Enforceability**

The Parties agree that this Agreement is a binding legal document pursuant to Sections 62-3-101, *et seq.* of the *South Carolina Probate Code*. The Parties hereby consent to the entry of this Agreement into the record through submission by any Party or their counsel to the Court and agree that such submission will fully satisfy the requirements set forth in Rule 43(k) of the *South Carolina Rules of Civil Procedure*, and, in particular, those necessary to make this Agreement binding and enforceable.

If any provision of this Agreement is held to be unenforceable, such holding shall not affect the enforceability of any other provision of the Agreement.

## **XIX. Acknowledgement**

**THE PARTIES AGREE AND ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS, AND ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY, OF THEIR OWN FREE WILL, AND WITHOUT ANY COERCION, UNDUE INFLUENCE, THREAT OR INTIMIDATION OF ANY KIND OR TYPE WHATSOEVER.**

WHEREFORE, the Parties acknowledge that this Agreement is meant as a full and final settlement; that the Parties voluntarily agree to the terms set forth herein, and that they freely and without reservation or duress enter into this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE

(1 of 7)

**I So Agree and Release:**

Deanna Brown Jones (Attorney In Fact) for  
Vanisha Brown

Date: 11/6/15

[Signature]  
Witness

Martha Decker  
Witness

**As Counsel for Vanisha Brown and not as a Party to the Agreement**

[Signature] 11/17/15  
Louis Levenson  
Counsel for Vanisha Brown

STATE OF GEORGIA  
COUNTY OF RICHMOND

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT:

1. Vericha Beard, grant unto the said Deanna B. Thomas residing at 3031 Silver Bluff Rd Aiken, SC 29803, as my lawful ATTORNEY-IN-FACT the full power to make savings or checking deposits, withdrawals, or other necessary banking transactions according to his discretion. I further authorize him to open or close accounts that may be necessary, to have the authority to enter my safe deposit box or boxes and to do whatever other acts might be necessary to carry on my personal affairs and business affairs in connection with any matters as I would do if I were personally present.

2. I grant unto the said Deanna B. Thomas the full power and authority to list, sell, or contract to sell any property, real or personal, specifically including, but not limited to stocks, bonds, securities or other assets, wherever located and of whatever kind and nature, that I may own or that I may have or claim an interest in, and furthermore that this power and authority may be carried without the requirement of any bond, surety, appraisal, return, accounting, publication or Order of any Court or tribunal. I further grant unto the said Deanna B. Thomas the full power and authority to list, sell or contract to sell any business interest I may hold.

3. If I have omitted any property or right I may have in the paragraphs above, it is my intention by this paragraph and by this entire document taken as a whole to grant unto my said attorney in fact the full power to do whatever she in her discretion determines is necessary with respect to my assets. I specifically authorize my attorney in fact to hire any attorneys, accountants, bookkeepers or others to provide assistance to my attorney in fact to manage and control my financial affairs and I further authorize my attorney in fact to pay such individuals from my funds in such amounts as my attorney in fact deems necessary and proper. My attorney in fact is authorized to hire medical, psychological and/or psychiatric specialists to evaluate and/or treat me for any

problems or conditions that my attorney in fact, in her sole discretion, believes are necessary and furthermore, my attorney in fact may pay such professionals or medical practitioners from my funds.

4.

I grant unto my said attorney in fact Deanna B. Thomas the full power to place any funds she deems necessary into his business or personal account or other account and to draw therefrom for my needs as she deems appropriate. If such account or accounts are not available or are otherwise inappropriate, then I authorize my said attorney to make whatever arrangements she deems necessary to carry out my wishes and conduct my financial, business and personal affairs.

5.

I hereby authorize my said attorney Deanna B. Thomas to pay from my assets or from whatever source she desires all of my debts that have matured or that may mature as time goes on. Furthermore, she shall pay all lawful bills for medical expenses, room, board, upkeep and assistance, including medical and para-medical treatment, and, furthermore, shall have the authority to incur bills, charges, expenses and costs and may pay same on my behalf when she so desires. My said attorney shall have the authority to pay all taxes, liens and any other charges against me or against my estate that may already be in existence or that may come into existence.

6.

My said attorney shall have the full power to collect any amounts due to me or to my estate including, but not limited to, accounts receivable, debts from others, Social Security payments, SSI payments, if applicable, and any other amounts that may become due as time goes on.

7.

It is understood and agreed that my attorney in fact shall have the authority to retain legal counsel for me and to pay said counsel any amount that is reasonable for the services rendered.

8.

My said attorney shall have the full authority to obtain from any person or persons any documents, papers, instruments or other data in the possession of another that I own or have an interest or claim in and such person or persons having possession of same shall deliver to my said attorney the requested materials.

9.

I authorize my attorney in fact to repay to herself any amounts that she may have advanced to this point in time or any amounts that may be advanced in the future for professional, legal, medical or other services retained by my attorney in fact, though such may have been done before the execution by me of this document.

10.

I hereby grant this power of attorney to the said Deanna B. Thomas only during my lifetime; this power and authority terminating upon my death or the death of \_\_\_\_\_, whichever comes first. Further, this Power of Attorney may be revoked by me at any time in writing upon my giving written notice to my attorney in fact. In the event that a guardianship of person and/or property is filed by any person as against me, then, in that event, pursuant to OCGA 29-5-2(c)(1), I hereby nominate Deanna B. Thomas to serve as such a guardian of my person and/or conservator.

11.

Generally, I do hereby grant unto my said attorney in fact the full power and authority in and about the premises; and generally to do and to perform all and every act and acts, thing and things, device and devices in the law whatsoever needful and necessary to be done in and about the premises; and for me and in my name to do, execute and perform, as largely and amply, to all intents and purposes, as I might or could do if I were personally present; and an attorney, or attorneys under me for the purposes and purposes aforesaid to make and substitute, hereby ratifying and confirming all that my said attorney in fact or substitute shall lawfully do by virtue hereof.

12.

This Power-of-Attorney shall become effective, in whole or in part only if I lack sufficient understanding or capacity to make responsible decisions concerning my person and/or my property (or I am incapable of communicating such decisions) by reason of one or more of the following infirmities:

- Mental Illness
- Advanced Age
- Mental disability
- Physical illness or disability

As declared either:

- a.) by a physician licensed to practice under Chapter 34 of Title 43 of the Official Code of Georgia Annotated (O.C.G.A.) or a psychologist licensed to practice under Chapter 39 of Title 43 of the O.C.G.A.;
- or
- b.) A Court of competent jurisdiction.

13.

This Power-of-Attorney shall terminate and be without effect in the event that a physician or psychologist, as defined in Paragraph 12 above, or a court of competent jurisdiction determines that the disability or incapacity which activated the Power has been removed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal IN TRIPLICATE,

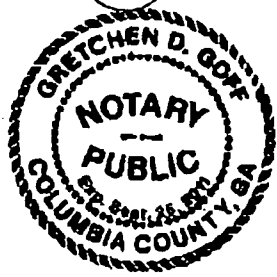
this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Deanna B. Thomas \_\_\_\_\_  
 Witness

\_\_\_\_\_

Sworn to and subscribed before me this 15<sup>th</sup> day of MAY 2008

Gretchen D. Goff  
 NOTARY PUBLIC (SEAL)



SIGNATURE PAGE  
(2 of 7)

**I So Agree and Release:**

Larry Brown  
Larry Brown

Date: 11-9-15

Rose Thomas  
Witness

Nicole Williams  
Witness

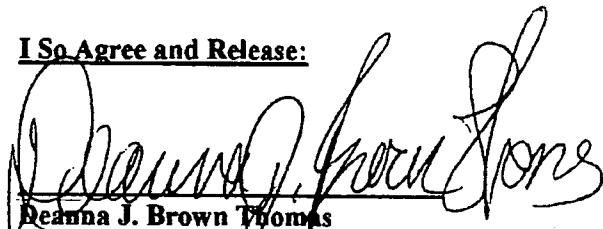
**As Counsel for Larry Brown and not as a Party to the Agreement**

Louis Levenson 11/17/15  
Louis Levenson  
Counsel for Larry Brown

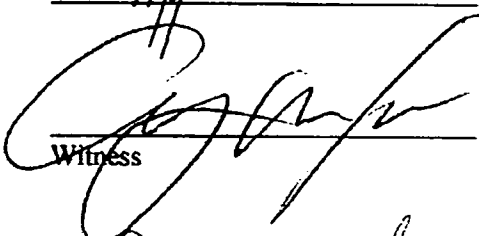
SIGNATURE PAGE

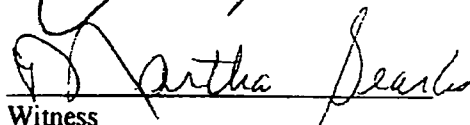
(3 of 7)

I So Agree and Release:

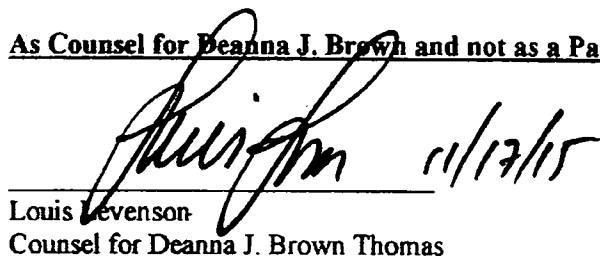
  
Deanna J. Brown Thomas

Date: 11/15

  
Witness

  
Witness

As Counsel for Deanna J. Brown and not as a Party to the Agreement

 11/17/15  
Louis Levenson  
Counsel for Deanna J. Brown Thomas

SIGNATURE PAGE

(4 of 7)

I So Agree and Release:

Jason Brown-Lewis  
Jason Brown Lewis

Date: 11-6-15

[Signature]  
Witness

Martha Seale  
Witness

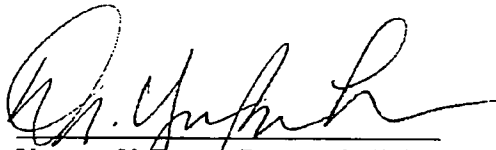
As Counsel for Jason Brown Lewis and not as a Party to the Agreement

[Signature] 11/17/15  
Louis Levenson  
Counsel for Jason Brown Lewis

SIGNATURE PAGE

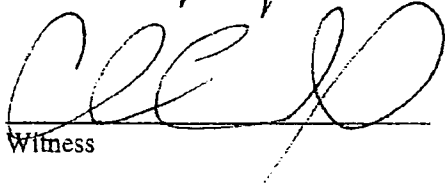
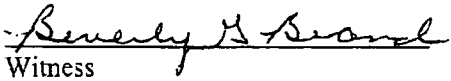
(5 of 7)

I So Agree and Release:

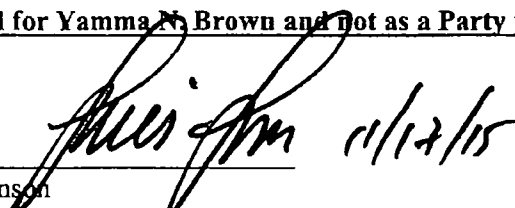


Yamma N. Brown Lumar, individually  
and on behalf of her minor children  
Sydney Lumar and Carrington Lumar

Date: 11/6/15

  
Witness  
Witness

As Counsel for Yamma N. Brown and not as a Party to the Agreement

  
Louis Levenson  
Counsel for Yamma N. Brown Lumar,  
individually and on behalf of her minor children,  
Sydney Lumar and Carrington Lumar

SIGNATURE PAGE

(6 of 7)

**I So Agree:**

\_\_\_\_\_  
**Russell L. Bauknight, as Personal Representative  
and Special Administrator of the Estate of James  
J. Brown, Jr., and Trustee and Special Trustee of the  
Irrevocable Trust Agreement, u/a/d August 1, 2000**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**As Counsel for Russell L. Bauknight and not as a Party to the Agreement**

\_\_\_\_\_  
J. David Black  
Counsel for Russell L. Bauknight, as Personal Representative  
and Special Administrator of the Estate of James J. Brown, Jr.,  
and Trustee and Special Trustee of the Irrevocable Trust  
Agreement, u/a/d August 1, 2000

SIGNATURE PAGE

(7 of 7)

I So Agree:

\_\_\_\_\_  
**David C. Sojourner, Jr., as Limited Special  
Administrator of the Estate of James J. Brown, Jr.,  
and as Limited Special Trustee of the Irrevocable  
Trust Agreement, u/a/d August 1, 2000**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**As Counsel for David C. Sojourner, Jr. and not as a Party to the Agreement**

\_\_\_\_\_  
John F. Beach  
Counsel for David C. Sojourner, Jr., as Limited Special  
Administrator of the Estate of James J. Brown, Jr., and  
Limited Special Trustee of the Irrevocable Trust Agreement,  
u/a/d August 1, 2000