

*Reverie Trust***Dallas Law Firm**

J. N.

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Sent: Wednesday, January 28, 2009 12:28 PM
Subject: January 30th Hearing Agenda

Below is Judge Early's comments on the agenda for January 30th:

My Order for January 7, 2009 in case number 08-CP-02-1647 appointed Russell L. Bauknight, CPA as a Special Administrator and Special Trustee for the sole limited and exclusive purpose of reviewing and providing his input and recommendations to the Court as to the proposed settlement. Additionally, in an attempt to curb more expenses, I ordered that discovery and responses on the various motions filed in this case, including the motion to recuse me by Cannon, would be extended until further notice from the Court subsequent to the hearing on the approval of the proposed Settlement Agreement.

Pursuant to the mandate of this Order, I intend to devote as much time that is needed on Friday, January 30th to hear from all parties as to whether or not the Court should approve the settlement. I expect testimony from Bauknight wherein he is to report his input and recommendations regarding the settlement. All interested parties will have the right to examine him. All parties will have the right to present witnesses in support or opposition to the agreement.

Prior to taking testimony the court will hear arguments regarding the standing issues and whether all parties must execute the settlement agreement. The Court has reviewed all memos submitted on these issues, therefore time restraints will be in place. Each party will have a maximum of 15 minutes to present their argument.

The Court is cognizant of several requests to consider Cannon's Motion to Recuse. My Order of January 7, 2009 specifically held this motion in abeyance until I ruled on the Settlement Agreement. Also, the deadlines for responses to this motion were extended and discovery was abated until I ruled on the Agreement. Therefore, I will not hear this motion unless all parties waive their rights to discovery and for responses. If all parties do waive these rights, I will hear this motion first and I will allow testimony if requested, but will likewise limit argument to 15 minutes for each party.

The Court is also cognizant of Section 62-3-1102 and its requirement that the effect of the agreement on all interested persons be just and reasonable and is receptive to all parties being allowed to present evidence or argument as to why it is or is not just and reasonable.

Therefore,

UNTIL I MAKE A DECISION ON THESE ISSUES, ALL OTHER MATTERS
WILL BE CONTINUED.

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The Circuit Court of the 2nd Judicial Circuit
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STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

Case No.: _____

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)
VANISHA BROWN; DEANNA J.)
BROWN THOMAS, on behalf of her minor)
children, JASON BROWN LEWIS;)
YAMMA N. BROWN, on behalf of her)
minor children, SYDNEY LUMAR,)
CARRINGTON LUMAR, and TONYA)
BROWN; VANISHA BROWN; and)
LARRY BROWN; TOMMIE RAE)
HYNIE BROWN)

(On removal to Circuit Court from Probate
Court _____)

Motion for Approval
of Settlement Agreement

COURTESY
DRAFT

Petitioners,

- vs -

Personal Representatives of the)
Estate of James Brown and (purported)
Trustees of the)
James Brown 2000 Irrevocable Trust;)
TERRY BROWN; ROMUNZO BROWN;)
FORLANDO BROWN; CINNAMON)
N.M. PARIS; LARHONDA PETITT; and)
JEANNETTE MITCHELL)

Respondents.

In Re:)
The Estate of James Brown and The James)
Brown 2000 Irrevocable Trust u/a/d)
August 1, 2000)
_____)

Movants, above-named, through their undersigned counsel, hereby move pursuant to applicable South Carolina law, as follows:

Movants have entered into a binding private settlement agreement dated August 10, 2008. The purpose of the agreement was to settle any and all differences among the parties to the agreement concerning the disposition, whether by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or nonprobate means, state or federal law.

The agreement recognized that the parties thereto may agree to ask the Court to approve the agreement, but that the agreement remains binding among the parties thereto and applies to personal representatives and trustees even if not approved by the Court.

As authorized by applicable South Carolina law, Movants seek Court approval of the settlement agreement and related documents attached hereto.

COURTESY
CONCLUSION

Petitioners pray that this Honorable Court order as follows:

DRAFT

- (1) Approval of the settlement agreement; and
- (2) For such other relief as this Court deems necessary and proper.

Respectfully Submitted,

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Attorney General of the State of South Carolina
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COURTESY
DRAFT
A. Peter Shahid, Jr.
89 Broad Street
Charleston, South Carolina 29401

ATTORNEYS FOR PETITIONERS

November ____, 2008

COMPROMISE AND AGREEMENT

Terms of Private Settlement Agreement Dated August 10, 2008

The settlement agreement was made on August 10, 2008, by and among the Attorney General of South Carolina, Larry Brown (natural child of the deceased), Daryl J. Brown (natural child of the deceased), individually and on behalf of his minor children Lindsey Delores Brown (age 17) and Janise Vanisha Brown (age 12), Venisha Brown (natural child of the deceased), Deanna J. Brown Thomas (natural child of the deceased), individually and on behalf of her minor child Jason Brown-Lewis (age 17), Yamma N. Brown Lumar (natural child of the deceased), individually and on behalf of her minor children Sydney Lumar (age 8) and Carrington Lumar (age 6), Tonya Brown (grandchild of James Brown) individually, and Tommie Rae Brown (hereinafter "Tommie Rae") individually and on behalf of her minor child James Brown II. All of the foregoing shall be referred to hereinafter as the parties.

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

1. All parties recognize and stipulate, for all purposes and matters, that Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death, and qualifies as his surviving spouse, and agreed not to contest any claim by Tommie Rae by virtue of her status as surviving spouse and to file any and all appropriate pleadings and documents recognizing and stipulating said status as spouse.
2. All parties recognize and stipulate, for all purposes and matters, that the children and grandchildren who are parties to the agreement were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life at the time of his death, and qualify as his surviving issue, and all parties agreed not to contest any claim by any child or grandchild by virtue of his or her status as lawful and/or legitimate issue or as an heir of James Brown and agreed to file any and all appropriate pleadings recognizing and stipulating said status of the children and grandchildren named as lawful and/or legitimate issue.
3. All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto or about the terms of any settlement reached herein, whether about their roles in this litigation or their relative positions or status as an heir, child, issue, spouse, or as a grandchild and will further speak only through counsel or in Court about any matters relative to this case affecting or pertaining to each other or to the settlement. This agreement does not prevent any parties from publicly discussing events in court or Orders issued by the Court, so long as the parties are not critical of each other, nor does this agreement prevent any party from giving interviews or publishing books or articles about their lives, so long as they are not critical of each other nor commenting upon the terms of the settlement or the negotiations that lead thereto. The parties consent to an Order of the Aiken County Court of Common Pleas or to any

appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

4. Tommie Rae, all children, and all grandchildren (if possible as to the grandchildren) who are parties to the agreement agreed to meet in person to reaffirm in person their mutual support and cooperation as a united group in support of the legacy of James Brown and in further support of the agreements made herein.

5. Tommie Rae, the children and grandchildren who are parties to the agreement, and the Attorney General of South Carolina have additionally agreed as follows:

- a. that a joint motion or other pleading will be filed seeking the replacement of Mr. Robert Buchanan and Ms. Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the the August 1, 2000 Irrevocable Trust of James Brown, deceased, and will mutually agree upon persons to appoint as successor representatives of the estate and trust pursuant to the provisions of applicable law.
- b. that a charitable trust substantially similar to the August 1, 2000 Irrevocable Trust, as incorporated by reference by the Will of James Brown dated August 1, 2000 (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable. The trustees of the trust shall include at all times one representative selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae. The trust shall also include an advisory board that shall include some member(s) selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae.
- c. that there shall be no DNA testing of any children or grandchildren (or their issue) who are parties to this agreement and all such motions for same will be withdrawn or dismissed by consent of all parties hereto.
- d. that the parties will create an entity (the "settlement entity") that will receive any and all assets and or proceeds payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, the Charitable Trust, and/or any rights the parties hereto have as heirs, devisees, and/or successors to James Brown for any purpose, including not limited to copyright, royalty, persona, image, likeness, etc. The parties will divide any and all such assets and or proceeds in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto: (1) 50% to Charitable Trust; (2) 25% to Tommie Rae Brown, which includes any share attributable to James Brown II; and (3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves. Tommie Rae hereby waives

any spousal right she may have to such assets to the extent that they might otherwise exceed 25% thereof. The parties hereto represented by Levenson waive any right they may have to such assets to the extent that they might otherwise exceed 25% thereof.

- e. All parties hereto waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were brought in good faith and with probable cause.
- f. The promissory note and security deed currently due from the parties hereto represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house, which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due.
- g. In the event that any party brings to the settlement entity any offer culminating in a contract to purchase property and/or rights from the settlement entity, if such party's efforts are disclosed to the estate or trust or the settlement entity acting for said estate or trust, then such party shall be entitled to a finder's or broker's fee as shall be negotiated to the extent reasonable and appropriate under applicable law.
- h. In the event that the property at 430 Douglas Drive, Beech Island, SC, is sold by the settlement entity, the parties hereto who are clients of Levenson shall have the right of first refusal to purchase said property at the Aiken County Tax Assessor's appraised value therefor as of the most recent assessment before the purchase. In the event the parties hereto who are clients of Levenson shall decline to exercise such right and close the sale within 120 days of the giving of the notice of the right of first refusal, then Tommie Rae shall have a right of next refusal for the next 120 days on the same terms as set forth above after she receives notice thereof.
- i. The parties agree that a trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue, for as long as allowed under the applicable Rule Against Perpetuities, but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million, which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the charitable trust.
- j. The parties agree that any and all will and trust contests will be dismissed.

- k. The parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares.
 - i. The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA, with the settlement entity paying expenses of relocation. Parties hereto represented by Levenson, Tommie Rae, and James Brown II shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.
6. The agreement is a private binding agreement among the parties hereto. Although the parties hereto may agree to ask the Court to approve the agreement, the agreement remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court.
7. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

ADDENDUM TO PRIVATE AGREEMENT
OF AUGUST 10, 2008
AMONG INTERESTED PARTIES IN THE ESTATE
OF JAMES JOSEPH BROWN

CONTRIBUTION AGREEMENT

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

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

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

NOW, THEREFORE, the undersigned parties agree as follows:

1. The terms of the Agreement are hereby confirmed and are fully incorporated herein by reference thereto.
2. Each party hereto shall and does hereby contribute and assign to the James Brown Legacy Trust (the "Legacy Trust"), which the parties hereto agree to execute in substantially the form attached hereto, all of each such party's rights and interest in all assets and proceeds claimed or to be claimed, or to be received, now or in the future, by virtue of any rights of James Brown, or the James Brown Irrevocable Trust dated August 1, 2000 or of the charitable trust created thereunder, in any probate or non-probate assets, tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown or of said trusts, including, but not limited to, any rights and interests created by federal Copyright statute (the "Assets").
3. The parties agree that the Assets are and shall be owned as follows:

- a. Fifty percent (50%) by the Trustees of the James Brown "I Feel Good" Trust (the "Charitable Trust") created under Article V of the James Brown Irrevocable Trust dated August 1, 2000;
 - b. Twenty-five percent (25%) by Tommie Rae Brown (which shall include any share attributable to James Brown II); and
 - c. Twenty-five percent (25%) by all parties represented by Louis Levenson (or to any entity created jointly by such parties) ("Levenson Clients"), as they agree among themselves.
4. The parties hereunder recognize that it may be difficult at this time to value accurately the interests and rights being contributed hereunder to the Legacy Trust. However, the parties are reasonably informed that a large portion of the value of the assets and interests contributed hereunder resides in the rights granted to heirs under the federal copyright laws. Accordingly, the parties recognize that the beneficial interests received hereunder by Tommie Rae Brown and/or by the Levenson clients may be of a lesser value than the interests they are contributing to the Legacy Trust pursuant to this Agreement.
 5. Estate taxes to be paid as a result of the distribution of estate assets as agreed upon in this settlement Agreement shall be paid as set forth in the Legacy Trust. To the extent they are not allowed as deductions from the federal estate tax, legal fees of Tommie Rae Brown and the Levenson Clients shall be allocated pursuant to the provisions of the Legacy Trust.
 6. Upon execution of this Contribution Agreement by the undersigned parties, said parties shall file a Petition for Approval of the entire Agreement with the Court of Common Pleas for the Second Judicial Circuit of South Carolina. The Agreement and this Contribution Agreement shall remain binding and enforceable among the parties hereto whether or not approved by any Court.
 7. If any time any federal or state agency determines that any part of this Agreement shall endanger the tax-exempt status of the Charitable Trust, the parties hereto shall take such curative action as is necessary to prevent any such loss of tax-exempt status by the Charitable Trust.
 8. The Agreement and this Contribution Agreement are binding on the heirs, successors and assigns of the parties hereto.
 9. Any amendments to the Agreement or to this Contribution Agreements must be in writing executed by each of the parties hereto or by such party's legal representative.
 10. The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of the Agreement or of this Contribution Agreement which the parties are unable to resolve among themselves, then, upon

written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement.

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

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

Executed this ____ day of _____, 2008.

Henry D. McMaster, Attorney General of
South Carolina

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

Larry Brown

Venisha Brown

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

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

Daryl J. Brown, , individually and on behalf
of his minor children, Lindsey Delores
Brown and Janise Vanisha Brown

Tonya Brown

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

THE JAMES BROWN LEGACY TRUST

This Trust Agreement is made this ____ day of _____, 2008, and is executed by (i) the Attorney General of South Carolina, (ii) Tommie Rae Brown; and (iii) the Brown Family LLC, as Settlers, and _____, as the Trustee. This Trust shall be known as The James Brown Legacy Trust.

ARTICLE I)

Establishment of Trust

The Settlers have irrevocably paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement do hereby irrevocably pay over, assign, grant, convey, transfer and deliver unto the Trustees the property described in Schedule A, annexed hereto and made a part hereof. This property and any other property that may be transferred to the Trustees in the future and any property that may be received or which has been received by the Trustees hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustees as hereinafter set forth.

ARTICLE I.

Acceptance by Trustees

The Trustees herein above named have agreed to accept said Trusteeship and all interests in property which may come to them by reason of this Agreement for the benefit and use of the beneficiaries, all in accordance with the provisions hereinafter set forth, and hereby acknowledge receipt of certain assets which are or shall be described on the receipt to be delivered by the Trustees to the Settlers, which receipt is attached to this Agreement. In keeping therewith, the Trustees are hereby vested with all right, title, and interest in and to such assets as are listed on the receipt which is attached hereto as Schedule A and are authorized and empowered to exercise and enjoy for the purposes of the Trust herein created and as absolute owner of those assets, all the options, benefits, rights and privileges that go with such assets.

ARTICLE 2.

Further Assignments and Additional Contributions

3.1 Additional Instruments and Assignments. The Settlor's covenant and agree to make, execute and deliver to the Trustees such other and further assignments, covenants or instruments as the Trustees may deem necessary or appropriate to effectuate the purposes of this Agreement.

3.2 Additional Contributions. The Settlor's, and any other person with the Trustees' consent, shall have the right at any time and from time to time, by deed, assignment or other conveyance executed during his or her lifetime, to contribute cash, securities and/or other property to the Trust created under this Agreement and pursuant to the Private Agreement of August 10, 2008 and any Addenda Agreements thereto.

ARTICLE 3.

Statement of Intent

This Trust Agreement and the Trust it creates are irrevocable and such Trust is intended to comply with the Private Agreement of August 10, 2008 (a copy of which is attached hereto as Exhibit A) the Contribution Agreement dated _____, 2008 (a copy of which is attached hereto as Exhibit B) and any addenda thereto executed by the Settlor's or their agents.

ARTICLE 4.

Payments of Expenses and Distributions of Property

5.1 Trust Beneficiaries and Distributional Interests. The Trustee shall hold all assets contributed to this Trust under the terms of the said Contribution Agreement or otherwise and shall distribute the net income of the Trust (the "distributional Interests") to the Trust Beneficiaries listed below as follows:

5.1.1 Fifty percent (50%) to the Trustee(s) of the trust provided for under Article V of the James Brown Irrevocable Trust Agreement dated August 1, 2000 (the "I Feel Good" Trust);

5.1.2 Twenty-five percent (25%) to Tommie Rae Brown, which interest shall be a distributional interest that is devisable and/or descendable pursuant to the laws of the State of South Carolina; and

5.1.3 Twenty-five percent (25%) to The Brown Family LLC;

Such distributions shall be net of estate administrative expenses, taxes and legal expenses necessary to enable the estate to properly determine the respective interests of the parties,

provided that netting such legal expenses shall not reduce the distributional share of the I Feel Good Trust below fifty percent (50%).

5.2 Income in Respect of a Decedent. Income of this trust which is income in respect of a decedent for federal or state estate and income tax purposes shall be distributed first to the Trustee of the I Feel Good Trust as all or a portion of such Trust's share hereunder to the extent that such order of distribution does not cause the shares of the Brown Family LLC or of Tommie Rae Brown to be funded with an amount less than the amount with which such shares would be funded if it were not for the provisions of this Article 5.2.3.

(A formula as to the manner of such distributions as provided herein above is set forth in Schedule B, attached hereto.)

5.3 Sale of Assets. Upon the sale of all or substantially all of the assets of the Trust, the Trustee shall distribute the Trust assets to the Beneficiaries according to Section 5.1 and the Trust shall terminate. To the extent that estate or inheritance taxes should be due with respect upon the death of Tommie Rae Brown or any owner of the Brown Family, LLC with respect to any distributional interest in this Trust, the Trustees and Beneficiaries agree that they shall make a good faith effort to consider mechanisms to provide liquidity for such taxes.

ARTICLE 5.

Limitations on Powers of Trustees; Voting

6.1 Actions of Trustees Requiring Approval of Beneficiaries. The Trustees shall have all of the powers described in Article 9, below; provided, however, the Trustees shall require approval of a majority of the Beneficiaries in order to:

6.1.1 Sell all or substantially all of the assets of the Trust;

6.1.2 Terminate the Trust.

Any such vote shall be made by each Beneficiary (as defined in §7.2, below) having a vote equal to such Beneficiary's distributional interest as provided in Section 5.1, above, by or through its acting fiduciary in the case of entities or by or through the individual, agent under power of attorney or Personal Representative or other acting fiduciary in the case of Tommie Rae Brown.

6.2 Notice of Vote. Any Beneficiary may at any time request a vote of the beneficiaries as to any such matter as may call for a vote under this instrument by giving notice and a request to the other Beneficiaries for a vote pursuant to the terms of Sections 8.4 and 8.5, below. If a noticed party does not

respond with its vote on the applicable matter in writing within 30 days of such time as the notice is deemed to have been given, such Beneficiary shall no longer have the right to vote on such matter and the decision to be voted on shall be determined by the majority vote of those voting.

ARTICLE 6.

Resignation, Removal, Appointment and Succession of Fiduciaries

7.1 Resignation and Appointment Procedure. Any person or organization at any time serving as a fiduciary hereunder, whether as Trustee or in any other capacity (a "Fiduciary") may resign at any time by providing written notice to another then acting Co-Fiduciary (if there is one), or, if none, to the then beneficiary or one of the then beneficiaries of the affected Trust, setting forth the effective time and date of such resignation on or before such effective time. Notwithstanding the previous sentence, the resignation of a Fiduciary acting alone shall only be effective upon the appointment and qualification of a successor Fiduciary.

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

7.2 Right of Beneficiaries to Remove and Replace. The Beneficiaries (being the James Brown "I Feel Good" Trust, Tommie Rae Brown and the Brown Family LLC) acting by majority vote may at any time remove any then acting Trustee or Trustees and appoint a successor Trustee or Trustees. Any such vote shall be made by each beneficiary in accordance with their distributional interests.

7.3 Disability of a Fiduciary. The determination that a Fiduciary is a disabled person shall be made by a court of competent jurisdiction.

7.4 Termination of Fiduciary Powers. An outgoing Fiduciary, upon the effective date of removal, resignation, or incapacity, shall cease to have any powers or discretion hereunder. At the earliest possible date after a Fiduciary ceases for any reason to be a Fiduciary hereunder, there shall be delivered to such Fiduciary's successor or to another then acting Fiduciary hereunder all of the assets (Trust or otherwise) which were in the possession of such Fiduciary and there shall be made available to each successor Fiduciary a complete financial record and inventory of assets affected thereby. With respect to any properties thus transferred by the outgoing Fiduciary or by such Fiduciary's representative, such Fiduciary shall stand and be discharged of all further duties and obligations.

7.5 Successor Fiduciary Powers and Authority. Each successor Fiduciary, upon assumption of such position, shall have the same powers, rights, discretion, duties, and obligations as the predecessor Fiduciary. Title to the entire property (of the Trust or otherwise) shall automatically vest in

any successor Fiduciary without the necessity of any conveyance. The assumption of authority by a successor Fiduciary shall not be complete until such successor executes a written acceptance of such appointment showing the authority for such succession (a copy of which shall promptly be delivered personally or sent by certified mail to the outgoing Fiduciary or to such Fiduciary's legal representative). Any corporation into which any corporate Fiduciary acting hereunder shall be merged or converted, or with which it shall be consolidated, or any corporation resulting from any merger, conversion, reorganization or consolidation to which all or substantially all of its trust business shall be transferred, shall be the successor of such corporate Fiduciary hereunder, without the execution or filing of any instrument or the performance of any further act and shall have the same powers, authorities and discretions as though originally named in this instrument.

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

7.7 Trustee Settlements. The "Beneficiary" or the "Primary Beneficiary" of any Trust created hereunder or, if none, any individual who is at the time (a) a beneficiary entitled to receive current distributions from any Trust created hereunder, and (b) not then serving as a Trustee, may at any time or from time to time settle any Trustee's or former Trustee's accounts and to the extent permissible by law each settlement shall be binding and conclusive upon all persons who may be interested in the Trust, whether directly or contingent, born or unborn, infant or adult. If the person herein designated with the power to consent to settlements is a disabled person, such power shall only be exercised by his or her guardian or other legal representative.

ARTICLE 7.

Fiduciary Provisions

8.1 Delegation of Ministerial Acts. Each Fiduciary hereunder is authorized, by written instrument filed with such Fiduciary's Co-Fiduciary or Co-Fiduciaries, to delegate to such other Co-Fiduciary or Co-Fiduciaries, or any one of them, such Fiduciary's duties with respect to general ministerial acts, specifically including the signing of checks, the execution of tax returns and the execution of instruments of contract, sale or conveyance with respect to a particular Trust's assets, including the opening of checking, brokerage or similar accounts. Upon written assurance by any Fiduciary that such Fiduciary has been delegated such ministerial duties, any third parties shall accept the signature of such Fiduciary as binding upon the affected Trust, shall not require further authorization of any other Fiduciary, and shall be indemnified and held harmless to the extent of such Trust's assets on account of any loss, liability or expense arising out of the acceptance of the signature of any Fiduciary as the basis of any transfer, withdrawal or other transaction.

8.2 Trustee Compensation. For their services as Trustees, the Trustees are entitled to receive an amount which is reasonable for the services rendered at the time services are rendered. At any time there are multiple Trustees serving, the Trustees, collectively, shall share such fee. If there shall be a corporate Trustee serving as Trustee, the corporate Trustee shall be entitled to reasonable compensation for the services rendered, but in no event shall such compensation be more than an amount which is competitively determined to be reasonable for the services rendered among organizations providing similar such services. For the purpose of determining Trustees' fees payable hereunder, all Trusts hereunder shall be treated as one Trust.

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

8.4 Notice. Any notice or other instrument required or permitted to be given, made, executed, or delivered hereunder shall be in writing duly signed by (or, where permitted hereunder, on behalf of) the party or parties giving, making, or executing the same and shall be physically delivered or sent by certified or express mail (or equivalent postal or private express service) to all parties, if any, entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at such person's last known address). Any such instrument required to be given or sent to the estate of any deceased or incapacitated person shall be physically delivered or sent, in like manner, to the personal representative (or one of the personal representatives) of such person at such representative's last known address or, if there be no such personal representative known to the sender, to the estate of such person at his or her last known address.

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

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

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

8.5 Notice to Disabled Parties. If a person who is a disabled person is a party to any legal proceeding relating in any manner to any Trust created hereunder, service of process upon the disabled person shall not be required if another individual, who is not a disabled person, is a party to the proceeding and has the same interest as the disabled person.

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

ARTICLE 8.

Fiduciary Powers

In the administration of any Trust created hereunder, the Trustees shall have all of the powers granted by law, including but not limited to the powers granted to Trustees by the South Carolina Trust Code (S.C. Code Section 62-7-101, et. seq.), which powers shall not be revoked or reduced if said statutes should hereafter be repealed or restrictively amended. In addition to the powers granted under said statute, the Trustees shall have the powers granted above to receive, hold, manage and dispose of the aforesaid property contributed by the Beneficiaries which any one or more of them may have received on account of the death of James Brown.

Without limiting the foregoing, the Trustees shall also have the following powers:

- 9.1 Determinations.** To determine what property is covered by general descriptions in this instrument.
- 9.2 Investments and Reinvestments.** Subject to Article 6, to invest or reinvest in and to sell and/or to sell short such securities or other property, real or personal (whether within or without the United States) as they shall determine; to lease all or part of the real or personal property of the estate or trust, even for a term longer than the probable duration of any trust, to grant options for the renewal of leases; and to retain any property received by them for such periods as they determine (including specifically retention of, or investment in, assets which may be for the use of the beneficiary or beneficiaries of any such Trust), even though such asset or assets may not be of a character, or of such a percentage of the total Trust, as would otherwise be deemed proper Trust investments and shall have the right to convert any or all assets of any Trust held hereunder into any other form of asset, diversified or undiversified as they shall determine. The Settlor's request that the Trustees honor the wishes of the Trust beneficiaries as to the disposition or retention of any original property of the Trust, or any Trust asset which is of a personal use nature, unless the Trustees determine that such wishes are clearly in contradiction to the purposes and terms of any such Trust.
- 9.3 Conveyance of Assets.** To convey an absolute fee in possession of any land, and full ownership of any personalty comprising a part of any Trust created hereunder and to sell, exchange, mortgage, partition, pledge, improve or otherwise alter any real or personal property comprising a part of any Trust created hereunder, at public or private sale, at such price and upon such terms as the Trustees shall deem proper and to lease the same for a term extending beyond the life of any Trust created hereunder without prior application to any court for permission to do so.
- 9.4 Non-Traditional Investments.** In addition to the powers granted under this Article, the Trustees (other than any beneficiary) are expressly authorized to acquire and retain investments not regarded as traditional for Trusts. The Trustees may invest in any type of property, wherever located, including any security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, restricted stocks, foreign debt, equity or real estate investments, corporations, mutual funds or other forms of participation or ownership and may sell or write options on assets of the Trust.
- 9.5 Management and Holding of Assets.** To invest and reinvest all or part of the assets of any trust created hereunder in interests formed principally for the commingling of assets for investment, such as partnerships, limited liability companies, and common trust funds, including any common trust fund of any corporate Fiduciary, including registered mutual funds for which any Trustee hereunder, or an affiliate of any Trustee, provides investment advisory, custodial or other services for compensation paid from such funds; to execute trades of securities by, purchase from or sell securities to the dealer portfolio of, and purchase securities from the underwriting position of any affiliate of any Trustee; to employ banks, trust companies, securities brokerage firms and/or independent investment advisors or managers (collectively, "Agents or Advisors"), including affiliates

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

- 9.6 **Consolidation and Division of Assets.** To hold and administer the assets of the Trusts created hereby in one or more consolidated funds, in whole or in part, in which any separate Trusts shall have undivided interests. Generally, and subject only to the provisions of this instrument, the Fiduciary(ies) shall hold, manage, control, use, invest, reinvest and dispose of trust properties to the same extent as may a fee simple owner of such properties.
- 9.7 **Borrowing.** To borrow such sums, on a secured or unsecured basis, from any source (including themselves), for such period and upon such terms as they deem necessary or convenient in the administration of such Trust, and to secure any such loan by mortgage or pledge. To maintain margin account(s) and to make such pledges of and other undertakings with respect to assets as the Fiduciary(ies) deem(s) advisable in connection with the establishment and maintenance of such account or accounts. No lender shall be bound to see to or be liable for the application of the proceeds, and no Trustee shall be personally liable for sums borrowed, and each such loan shall be payable only out of assets of the Trust.
- 9.8 **Lending.** To lend all or any portion of the funds of any Trust created hereunder to any beneficiary, with or without security and with or without interest, to make any Trust property available as security for a loan obligation or undertaking made or to be made by any beneficiary, or to guarantee a loan to be made to, or any obligation to be assumed by, any beneficiary (notwithstanding in each case that the beneficiary may also be a Trustee), subject to those terms and conditions as the Trustees may in their discretion impose.
- 9.9 **Receipts, Disbursements and Allocations.** To allocate receipts and disbursements between income and principal in such manner as the Trustees (other than any beneficiary) determine, even though a particular allocation may be inconsistent with otherwise applicable state law; provided, however, that this power shall not apply to permit any allocation of administration expenses to income that would require a reduction in the estate tax marital deduction (pursuant to IRC §2056(b)(4)) or charitable deduction (pursuant to Treas. Reg. §20.2055-3(b)), as the case may be. Upon the sale or other disposition of property which has been unproductive or underproductive of income, no part of the proceeds received shall be allocated to income, except (i) in the case of

property qualifying for the marital deduction, in which case such allocation shall follow state law, and (ii) in the discretion of the Trustees (other than any beneficiary).

- 9.10 Distributions.** Without the consent of any beneficiary, the Trustees (other than any beneficiary) may make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any Trust) and without making pro-rata distributions of specific assets. In addition, the Trustees are authorized to select specific assets in funding fractional share distributions and are not required to select a percentage of each specific asset.
- 9.11 Occupancy and Use.** Except as may be otherwise specified elsewhere in this instrument as to any specific property, the Trustee shall have the power to permit any person having an interest in the income of any trust created hereunder to occupy real property or to use personal property held by any such trust upon such terms as the Trustee deems proper, whether rent-free or for the payment of taxes, insurance maintenance and ordinary repairs or other expenses, or upon such other terms and conditions as the Trustee determines.
- 9.12 Related Party Transactions.** To sell to or purchase from, at fair market value at the time of such purchase, property of any character from any Trust the Settlers may have established and to retain such property so long as the Trustees hereunder may deem advisable, whether or not such property is of the class in which Trustees are authorized by law or any rule of court to invest; and to make loans to, or borrow from, any such Trust or Trusts upon such terms and conditions as the Trustees deem advisable.
- 9.13 Management of Closely Held Businesses.** In connection with (a) the continuation or operation of any business or investment interests which become a part of any Trust under this instrument (whether on initial funding, by purchase by the Trustees, by bequest or otherwise), or (b) the establishment of any new business or investment, the Trustees are specifically authorized: (i) to invest sums or additional sums in any such business even to the extent that the Trust may be invested largely or entirely in that business; (ii) to hold the interest in any form, including, but not limited to, general or limited partnership interests; and (iii) to act as or to select other persons to act as directors, officers, agents, or in other capacities with respect to the business, and to be compensated for those services (and for any other services rendered by them in respect of the operation of the business) without regard to their being a Trustee under this Agreement. Such power shall include the power to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which any Trust may own or in which it may be financially interested, or of any new business or business interest, all the powers which an outright owner of such business could have exercised.
- 9.14 Division or Combination of Trusts.** In the event that the Trustees determine that it is more feasible or advisable to administer the Trust or any shares or interests created hereunder as separate trusts or shares (whether for tax (including a desire to enable any such trust to qualify as an eligible shareholder of an S corporation), administrative, liability, environmental, or other reasons), the Trustees shall have the power to divide any

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

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

9.17 Uneconomical Trusts. If at any time any Trust created hereunder has a net asset value (adjusted for inflation by the Consumer Price Index from the date hereof), as determined by the Trustees, of Fifty Thousand (\$50,000) Dollars or less, the Trustees (other than any beneficiary), in their sole and absolute discretion, if they determine that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust Estate to the Trust's then Beneficiary or Primary Beneficiary, or if none, to the person or persons then entitled to receive or have the benefit of the income therefrom, or to the legal representative of such person. If there is more than one current beneficiary, the Trustees shall make such distribution to such current beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated, to such beneficiaries, per stirpes.

9.18 Limitations. Notwithstanding the foregoing, nothing in this instrument shall be construed as permitting a beneficiary who may also be a Trustee of any Trust created hereunder to exercise any rights or powers which may be in excess of any limitations imposed by law or elsewhere in this instrument upon the exercise of such powers (such

as, for example, those limited by ascertainable standards, or otherwise prohibited to such Trustee).

ARTICLE 9.

Definitions

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

ARTICLE 10.

Power in Trust Protector to Amend

11.1 Appointment of the Trust Protector. Should a need arise for a Trust Protector and should a Trust Protector not then be serving, or should there arise circumstances under which it is apparent to the Trustee or to a majority of the then beneficiaries of any Trust created hereunder that the parties' intentions in creating any Trust created under this Agreement may be better served by a modification of any such Trust, then a Trust Protector shall be chosen to consider whether the Trust should be amended. The Trust Protector shall be chosen by a majority vote of the Beneficiaries as provided in Article 6, above.

11.2 Extraordinary Authority. Because the parties recognize that it may not be able to anticipate developments and changes which may occur during the term of Trusts created under this Agreement, it wishes to give the Trust Protector extraordinary power and authority over the modification of the Trusts created herein and the distribution of the Trust assets at a time prior to, or later than, that which the parties have otherwise provided herein. These broad powers are granted for the purpose of permitting the Trust Protector to effect the parties' set forth in this Trust Agreement.

11.2.1 Authority to Amend. The Trust Protector shall have the power, by an instrument filed with the Trust records, to amend the administrative provisions of this Agreement (including the provisions relating to the Trustee); provided, (i) no power of amendment shall be effective to extend the period for the vesting of any property under the Trust beyond the period for vesting defined elsewhere in this Agreement, (ii) that any such amendment shall be for the sole purpose of effecting the parties' objectives expressed herein.

11.3 Appointment and Removal of Trustees. Upon the prior consent of a majority vote of the Beneficiaries, the Trust Protector may remove any Trustee at any time, with or without cause, and

may appoint a successor Trustee to fill any vacancy in the office of Trustee, however caused. The Trust Protector may only serve as Trustee after having resigned as the Trust Protector.

11.4 Liability. No personal liability shall attach to the Trust Protector except for gross negligence or willful wrongdoing. The Trust Protector for any Trust shall be treated for all purposes as a "special trustee" whose powers, duties, and responsibilities are thus limited to those specifically vested in such position (and none, such as responsibility for administration, investments, etc., that result generically to a trustee).

11.5 Written Requirements. No exercise of any power, designation of successor, resignation, or other action of the Trust Protector provided for in this Article shall be effective until such action shall be manifested by an instrument or instruments in writing signed by the person or persons authorized to take such action and delivered to the Trustees or, in the case of the exercise of the power to appoint a Trustee for any Trust for which there is no then serving Trustee, to the person designated as Trustee.

11.6 Successor Trust Protectors. All provisions of this Agreement relating to the Trust Protector shall apply to the original Trust Protector to all subsequent Trust Protectors.

ARTICLE 11.

Termination of Trusts

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

ARTICLE 12.

Jurisdiction and Governing Law

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

ARTICLE 13.

Protection of Charitable Status

The Settlers intend to preserve and protect the charitable tax-exempt status of the "I Feel Good" Trust. Accordingly, this Trust at all times shall be interpreted, managed, invested, administered and in all respects governed consistent with such intent. The Trustee shall administer the Trust in a manner that ensures that the "I Feel Good" Trust qualifies and continues to qualify as a charitable trust. The Settlers agree to modify the terms herein to the extent necessary to preserve the charitable tax-exempt status of the "I Feel Good" Trust to the extent allowed by law.

ARTICLE 14.

Headings

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

ARTICLE 15.

Spendthrift Provisions

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

EXECUTION

IN WITNESS WHEREOF, the Settlers have set their hands and affixed their seals, and the Trustees, in acceptance of this Trust, have set their hands and affixed their seals.

Attorney General of South Carolina for the
James Brown "I Feel Good" Trust

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

Manager, Brown Family LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

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

SWORN BEFORE ME THIS _____
day of _____, 2008.

Notary Public for South Carolina
My Commission Expires: _____

Trustee, James Brown Legacy Trust

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

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

SWORN BEFORE ME THIS _____
day of _____, 2008.

Notary Public for South Carolina
My Commission Expires: _____

SCHEDULE A

ASSETS CONTRIBUTED TO THE JAMES BROWN LEGACY TRUST

SCHEDULE B

ALLOCATION AND DISTRIBUTION OF NET INCOME

Distributions of Net Income shall be made to the beneficiaries based on the following formula:

After determination of distributions of Net Income to the Beneficiaries based on the above formula, any component of Net Income that is ordinary income shall first be distributed to the Trustees of the James Brown "I Feel Good" Trust to the extent of its share of Net Income. Next, the Trustees shall distribute any component of Net Income that is capital gain to the Trustees of the James Brown "I Feel Good" Trust to the extent of its share of Net Income. After allocation of ordinary income and capital gain to the Trustees of the James Brown "I Feel Good" Trust to the extent of its share of Net Income, the Trustees shall distribute remaining Net Income to the Trustees of the James Brown "I Feel Good" Trust to the extent of its share of Net Income. After fully satisfying the share of Net Income allocated to the Trustees of the James Brown "I Feel Good" Trust, the Trustees shall allocate the remaining Net Income pro rata among Tommie Rae Brown and the Brown Family LLC.