

09CV2147

JUDGE GETTLEMAN

MAG. JUDGE COX

J. N.

**IRREVOCABLE TRUST AGREEMENT
OF
*JAMES BROWN***

H. Dewain Herring, Esquire
Law Offices of H. Dewain Herring, LLC
3612 Landmark Dr., Suite A
Columbia, South Carolina 29204

IRREVOCABLE TRUST AGREEMENT

Introductory Clause

ARTICLE I

Provisions for Grantor During Lifetime

ARTICLE II

This Trust Shall Be Irrevocable

ARTICLE III

Grantor's Right to Add Property

ARTICLE IV

Trustee's Shall Hold, Manage, Invest and Reinvest the Trust Property

ARTICLE V

Continuance of *The Brown Family Education Trust* and *The James Brown "I Feel Good" Trust*

ARTICLE VI

***The Brown Family Education Trust* Introductory Provision
Division Into Shares for Grandchildren
Income/Discretionary Invasion of Principal for Grandchildren
Distribution of Shares and Termination of Trust**

ARTICLE VII

***The James Brown "I Feel Good" Trust* Introductory Provision
Purpose of The James Brown "I Feel Good" Trust
Intention of The James Brown "I Feel Good" Trust
Discretion to Sell Trust Property
Trustee Must Not Engage in Self-dealing
Trustee Must Not Distribute as to Incur Taxes Upon This Trust
Power of Amendment**

ARTICLE VIII

Trustee Succession, Trustee's Fees and Other Matters
Individual Trustees Succession
Final Succession If All Individual Trustees Cannot Act
Fee Schedule for Individual Trustee
Fee Schedule for Corporate Trustee
Trustee Voting Rights
Limitations on Trustees

ARTICLE IX

Definition of Trustee

ARTICLE X

Powers for Trustee

ARTICLE XI

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One

ARTICLE XII

**Trustee's Discretion in Making Payments to a Person Under Age Twenty-One,
Incompetent, or Incapacitated Person**

ARTICLE XIII

Power of Trustee (s) Successions

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary

ARTICLE XV

Definition of Words Relating to the Internal Revenue Code

ARTICLE XVI

**Payment of Funeral Expenses and Expenses of Last Illness of Income
Beneficiary**

ARTICLE XVII

Personal Trust

ARTICLE XVIII

Beneficiary's Spouse

ARTICLE XIX

Severability and State Law to Govern

ARTICLE XX

Spendthrift Provision

ARTICLE XXI

Provisions as to any Contest of Grantor's Estate Plan

ARTICLE XXII

**Declaration of Children
Testimonium Clause**

IRREVOCABLE TRUST AGREEMENT

Introductory Clause. This Agreement made between *James Brown*, also known as “**The Godfather of Soul**”, hereinafter referred to as the Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* hereinafter referred to singularly and/or collectively as the Trustee(s). For and in consideration of the mutual covenants and promises set forth herein Grantor and Trustee(s) agree:

ARTICLE I

Grantor transfers and delivers to Trustee(s), in trust, the property described in Schedule A, B and/or C attached and incorporated by this reference. Receipt of the property is acknowledged by Trustee(s). The property, and any other property subject to this trust, shall constitute the trust estate, and shall be held in trust for the uses and purposes expressed in this trust agreement and shall be subject to the conditions provided in this instrument.

ARTICLE II

This trust shall be irrevocable. Grantor waives the right and the power to alter, amend, revoke, or terminate the trust or any of the terms of this trust agreement. Grantor renounces any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the principal or income of the trust. Grantor renounces any interest in the income or principal of the trust estate, whether vested or contingent, including any reversionary interest or possibility of reverter.

ARTICLE III

Grantor and any other person shall have the right at any time to add property acceptable to Trustee(s) to this trust. The property, when received and accepted by Trustee(s), shall become part of the trust estate.

ARTICLE IV

The Trustee(s) shall hold, manage, invest and reinvest the Trust Property, shall collect and receive the income from it and, after deducting all necessary expenses incident and as allowed herein for administration of this Trust, shall dispose of the income and principal as follows:

At anytime and from time to time Trustee(s) may distribute to or for the benefit of any beneficiary so much of the principal and income of the Trust as Trustee(s) shall determine in Trustee(s)'s absolute and sole discretion. The income not so distributed shall be accumulated and added to the principal of the Trust.

Payments made to or for beneficiaries pursuant to this section need not be equal and shall be made in the Trustee(s)'s absolute and sole discretion.

Payments may be made currently and during the life of the Grantor:

- To or for the benefit of the Grantor during his life
- To or for the benefit of the Beneficiaries of the Brown Family Education Trust pursuant to its terms as set out
- To or for the benefit of the Beneficiaries of the James Brown "I Feel Good" Trust pursuant to its terms as set out.

Upon the death of the Grantor all principal and undistributed income of this Trust shall at that time be consolidated, distributed and paid over to the Trustee(s) of the Brown Family Education Trust and the Trustee(s) of The James Brown "I Feel Good" Trust and shall continue to be administered as therein set out.

ARTICLE V

Continuance of *The Brown Family Education Trust* and *The James Brown "I Feel Good" Trust*. Upon the death of the Grantor, the Trustee shall divide the remaining Trust Estate (which shall include any property which may be added from the Grantor's's general estate) into Two (2) separate shares, hereinafter designated as "***The Brown Family Education Trust***" and "***The James Brown "I Feel Good" Trust***." The two shares shall be equal, subject only to the limitation imposed on ***The Brown Family Education Trust*** by the maximum available generation-skipping transfer exemption as computed by the following formula. ***The Brown Family Education Trust*** shall be a fraction of the Trust Estate (undiminished by estate, inheritance, succession, death or similar taxes), the numerator of which shall be an amount equal to the Grantor's available generation-skipping transfer exemption as hereafter defined and the denominator shall be an amount equal to the value of the Trust Estate. For purposes of establishing such fraction the values as finally determined in the Grantor's federal estate tax proceedings shall be used. The Grantor recognizes that the numerator of such fraction may be zero, in which case no property shall be distributed under this paragraph to ***The Brown Family Education Trust***. The Grantor also recognizes that the numerator of such fraction may be equal to or greater than the denominator, in which case the entire Trust Estate shall be distributed to ***The Brown Family Education Trust***.

The James Brown "I Feel Good" Trust shall be the balance of the Trust Estate.

The Brown Family Education Trust and ***The James Brown "I Feel Good" Trust*** shall be administered as hereinafter set forth.

ARTICLE VI

The Brown Family Education Trust Introductory Provision. *The Brown Family Education Trust* shall be held, administered and distributed as follows:

(1) **Division Into Shares:** Upon the death of the Grantor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living grandchild, who has not reached the age of Thirty-Five (35), of the Grantor. Each share shall be distributed or retained in trust as hereinafter provided.

(2) **Income/Discretionary Invasion of Principal.** Net income from each share so provided for above shall be paid to or applied for the benefit of such grandchild for that grandchild's education and related education expenses until complete distribution of the share as herein provided. Any income not so paid or applied shall be accumulated and added to principal for that share. In addition to income, the Trustee may pay to or apply for the benefit of such grandchild such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her education, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such grandchild known to the Trustee. My intent is to provide for any and all primary, secondary and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each grandchild as can best encourage and allow each grandchild to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Distribution of Shares and Termination of Trust.** After division into shares for the Grantor's grandchildren, upon each grandchild of the Grantor attaining the age of Thirty-five (35) years, or death, whichever first occurs, and prior to complete distribution of his or her share, the undistributed balance of such named grandchild's share shall be added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms. When no grandchild is living who is under the age of Thirty-five (35) years, ***The Brown Family Education Trust*** shall terminate, and all accumulated income and principal shall be paid over and added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms.

ARTICLE VII

The James Brown "I Feel Good" Trust Introductory Provision. *The James Brown "I Feel Good" Trust* shall be held, administered and distributed as follows:

(1) **Purpose of *The James Brown "I Feel Good" Trust.*** It is my intent that the net income and such portions of principal of this Trust as determined by my Trustees in their sole and absolute discretion, shall be used solely for the tuition, educational expenses, and financial

assistance of and for poor and financially needy children, youth, or young adults (Who are both qualified and deserving) who seek and have need of such assistance to obtain and further their education at the many educational entities and/or institutions available in the States of South Carolina and Georgia. My Trustee(s) may, upon their discretion, include any of my heirs and issue herein defined for purposes of fulfilling the terms of this Trust.

My Trustee(s) shall exercise their sole and absolute discretion in making the decisions necessary to fulfill the terms and directives of this Trust. The Trustee(s) are however, directed to make payment directly to such educational entities and/or institutions. All entities and/or institutions shall qualify as bodies corporate, politic or educational under IRS Code 501 (C)(3), 115,117, et seq., status and as amended, or such other same or similar IRS Code and/or Section status as shall achieve tax free income and distribution as I desire that the maximum benefit be for education.

(2) My intent is to provide for any and all primary, secondary, and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each of the beneficiaries as can best encourage and allow each of the beneficiaries to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Discretion to Sell Trust Property.** I authorize and empower my Trustee to sell any portion or all of said property at private or public sale at such price as they deem most advantageous, at such time or times as my Trustee may deem advisable in its discretion, and to execute good and sufficient deeds and other instruments necessary or proper to convey and transfer the same to the purchasers, who shall not be bound to see to the application of the purchase money. I direct that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time as in my Trustee's sole discretion, it shall determine is most advantageous to carry out my intent and the purposes of this Trust.

(4) **Trustee must not Engage in Self-dealing.** My Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holding as defined in Section 4943© of the Internal Revenue Code of 1986, from making any investments which would subject the Trust to tax under Section 4944 of the Internal Revenue Code of 1986, and from making any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986. My Trustee shall make distributions at such time and in such manner as to not subject the Trust to tax under Section 4942 of the Internal Revenue Code of 1986.

(5) **Trustee must not distribute as to incur taxes upon this Trust.** All principal held and distributions made as described herein shall be for such entities, organizations, funds, as shall qualify under such provisions of the Internal Revenue Code, and as amended so that such principal and distributions are exempt from payment of taxes.

(6) **Power of Amendment.** The Trustee(s) shall have the power to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an exempt entity in compliance with the Internal Revenue Code, and as amended.

ARTICLE VIII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If any of the three (3) individual Trustee should fail to qualify as Trustee hereunder, dies, or for any reason should cease to act in such capacity, the remaining Trustee(s) shall continue to serve and shall elect and/or appoint another Trustee so that at all times there are three (3) individual Trustee(s) serving. The notice and election provisions of Article XIII, Powers of Trustee(s) Succession shall be followed.

(2) No Trustee(s) or Successor Trustee(s) shall be required to give any bond or other security.

(3) **Fee Schedule for Individual Trustee.** For its services as Trustee(s), the Trustee(s) shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Trustee Voting Rights.** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by majority action of the Trustees.

(5) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which has been given to the Trustee so as to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

(6) **Advisory Board.** There shall exist an Advisory Board of three (3) initial members. This Board shall confer with and advise the Trustee(s) in such a manner as would be consistent with Grantors objectives for this Trust. The Trustee(s) may consider, but are not obligated to follow advisories as propounded by the Advisory Board. The Initial Members shall be designated in/or by a separate writing, reference thereto being craved and to be given effect as if such Advisory Board Members were set forth herein.

ARTICLE IX

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE X

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) The Trustee(s) shall have the power to distribute the income or principal or both of the Trust Estate to or for the benefit of all or any one or more of the Beneficiaries as the Trustee(s) may in their sole and absolute discretion think fit, provided that no such power may be exercised to violate any applicable rule against perpetuities.

It is Grantor's intention to hereby create a discretionary trust and, except as otherwise provided herein, no Beneficiary hereunder has any ascertainable right, title, or interest to any portion of the Trust Estate, whether determined actuarially or otherwise; and the Trustee(s) have the discretion to completely withhold distributions from any one Beneficiary.

(2) The stated intent(s) of this Trust Agreement and various Trust(s) established or to be established does not prevent my Trustee(s) from making or directing an allocation of up to 50% of the gross income from this Trust for the payment of administrative and managerial expenses incurred on behalf of this Trust as in the sole discretion of my Trustee may be advisable.

(3) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee's Agents, if any, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(6) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(7) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(8) To sell or exercise stock subscription or conversion rights.

(9) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(10) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(11) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(12) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(13) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(14) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(15) To continue and operate any business owned by the Grantor at the Grantor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(16) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(17) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(18) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(19) To compromise, adjust, mediate, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(20) To employ and compensate agents, consultants, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper and successful administration and investment of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(21) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(22) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(23) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(24) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(25) To purchase property, real or personal, from the Grantor's general estate upon such terms and conditions as to price and terms of payment as the Grantor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Grantor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(26) To lend funds to the Grantor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Grantor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(27) To receive property bequeathed, devised or donated to the Trustee by the Grantor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(28) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(29) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(30) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(31) If the Trustee shall act as the Personal Representative of the Grantor's estate, to elect to allocate any portion or all the Grantor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Grantor's death, to any portion or all of any other trusts or bequests in the Grantor's Will or any other transfer which the Grantor is the transferor for purposes of the generation-skipping tax. Generally, the Grantor anticipates that the Grantor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to *The Brown Family Education Trust*, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Grantor's Personal Representative deems in the best interest of the Grantor's estate.

(32) The Trustee(s) may acquire on behalf of the beneficiaries, such public support and government funds for which the beneficiary shall qualify; and if such sources of moneys are obtained, the Trustee(s) shall maintain, spend, and account for such funds separately from other trust funds and not commingle such funds with other funds of the trust.

ARTICLE XI

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. In case any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the education of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall

be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XII

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the education of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XIII

Power of Trustee(s) Successions. Any Trustee may resign this trusteeship during his lifetime by giving the then remaining Trustee(s) Thirty (30) days notice in writing delivered to the Trustee(s) in person or mailed to the Trustee(s) last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice, or the death of a Trustee(s), the Trustee(s) shall appoint a successor Trustee. Upon the failure of the Trustee(s) to appoint a successor Trustee who accepts the trust within Sixty (60) days from the time notice was delivered in person or mailed to the Trustee(s), or date of death, the Trustee's successor shall be determined by unanimous vote of the advisory board; as then in existence, if at all. Failing such of either voting requirements then the court having jurisdiction over this Trust shall select the then successor Trustee. Upon the appointment of and acceptance by the successor Trustee, the withdrawing Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Successor Trustee, whereupon his resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income

Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand (\$50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons determined or then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XV

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Grantor's estate. For purposes of this Trust Agreement, the Grantor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Grantor's death reduced by the aggregate of (1) the amount, if any, of the Grantor's exemption allocated to lifetime transfers of the Grantor by the Grantor or by operation of law, and (2) the amount, if any, the Grantor has specifically allocated to other property of the Grantor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Grantor's death the Grantor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Grantor has not yet filed a return, it shall be deemed that the Grantor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Grantor's death.

ARTICLE XVI

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary.

On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XVII

Personal Trust. The beneficiary of this trust shall have the right to occupy that certain homeplace, improvements and acreage, more particularly described as 430 Douglas Drive, Beech Island, SC 29841 during his entire lifetime.

The rights described herein are personal to the beneficiary; and those rights may not be sold, pledged, assigned, or otherwise alienated by the beneficiary.

ARTICLE XVIII

Beneficiary's Spouse. The Grantor is now not married. It is the Grantor's intention that the trust estate be available only to the beneficiaries and not to be the Grantor's past or future spouse. The Trustee(s) are directed to enforce this provision.

If a court having jurisdiction over this trust issues a valid, legally enforceable order requiring distribution to a past or future spouse, then Grantor requests that such distribution shall be the minimum amount necessary to provide sustenance to said spouse, it being the Grantor's intention that the trust estate not be used to provide said spouse with funds to support said spouse in the manner to which she may be accustomed.

ARTICLE XIX

Severability and State Law to Govern. If any part of this Trust shall be invalid, illegal or inoperative for any reason, it is the Grantor's intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. Regardless of the situs of execution of this Trust Agreement and the trusts created hereby, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

Notwithstanding the foregoing, the Trustees shall have the power, exercisable in their sole and absolute discretion, to declare, by written instrument that this Trust and any and all trusts derived here from shall from the date of such written instrument take effect in accordance with the law of some other state or country in any part of the world which shall be the forum for the administration hereof (but subject to the power conferred by this paragraph and until any further declaration is made hereunder). In selecting a new Controlling Law the Trustee(s) are urged to give special care and attention to the tax and other laws of the applicable jurisdiction so as to most closely implement the Grantor's intentions, including, without limitation, the intention not to pay any unnecessary taxes and to preserve the Trust Estate.

If the Controlling Law of this Trust changes, then the Trustee(s) may by written instrument amend the Trustee's powers and such other provision of this Trust as the Trustees shall consider necessary or desirable to secure that so far as may be possible such trust's powers and provisions shall be as valid and effective under the applicable law

ARTICLE XX

Spendthrift Provision. Except as otherwise provided herein, neither the principal of this trust (or any trust created hereunder) nor the income therefrom while in the hands of the Trustee(s) shall be subject to assignment, alienation, pledge, attachment, execution, or claims of creditors or any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law, or otherwise. Any attempted sale, assignment, alienation, pledge, or attachment of the principal or income held in this trust (or any trust created hereunder) shall be null and void and shall not be recognized under any circumstances by Trustee(s).

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy, or otherwise with respect to the principal or income of the trust, Trustee(s) are authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable hereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer, or lien is completely removed, during which time Trustee(s) may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee(s), in Trustee(s)'s sole discretion, may determine.

ARTICLE XXI

Provisions as to any Contest of Grantor's Estate Plan. Should any beneficiary under this Irrevocable Trust or Grantor's Will dated after or of even date with this Trust and as referred to herein, become an adverse party in a proceeding for the probate of Grantor's Will or in any manner contest the validity of Grantor's Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased Grantor. Furthermore, any person not provided for in this Irrevocable Trust, Grantor's Will or other such instrument, whether or not claiming to be a beneficiary, party in interest, or otherwise shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of Grantor's estate as he herewith disclaims and disinherits any such person. Any such alleged claim shall be considered an affront to the Grantor's wishes and shall be vigorously challenged as such by his fiduciaries.

ARTICLE XXII

Declaration of Children. I have six living children: *Deanna J. Brown Thomas; Yamma N. Brown; Vanisha Brown; Daryl J. Brown; Larry Brown; and Terry Brown.* These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue. Except as otherwise provided in this Trust Agreement and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not. Such failure is intentional and not occasioned by accident or mistake.

END OF PAGE

SEE FOLLOWING PAGE FOR EXECUTION

IN WITNESS WHEREOF, The Grantor and the Trustees have executed this Trust Agreement this 1 day of AUGUST, 2000. The Grantor understands all of its provisions, including the fact that he has conveyed or transferred his interest in the property described in Schedule A, B and/or C to Trustee(s), and the fact that the Trust Agreement has provisions that will govern his interest in the property currently, in the future and on the death of the Grantor. Grantor approves the Agreement and consents that all property originally or later contributed to the Trust shall be held, administered, and distributed as provided in the Trust Agreement, and Grantor agrees to be bound by it.

WITNESSES:

Edward Herring

[Signature] (Seal)
James Brown, Grantor

[Signature]

[Signature] (Seal)
Alford A. Bradley, Trustee

[Signature] (Seal)
Albert H. Dallas, Trustee

[Signature] (Seal)
David G. Cannon, Trustee

STATE OF South Carolina
GEORGIA)
COUNTY OF Alber)
Richmond)

ACKNOWLEDGMENTS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of written Trust Agreement was this day produced to me in the above State and County by **James Brown**, Grantor, and **Alford A. Bradley, Albert H. Dallas, and David G. Cannon**, Trustee(s), all being parties hereto and was executed and acknowledged by them to be their free act and voluntary deed and all have the requisite capacity to execute this Trust Agreement.

WITNESS my signature this 1st day of August, 2000.

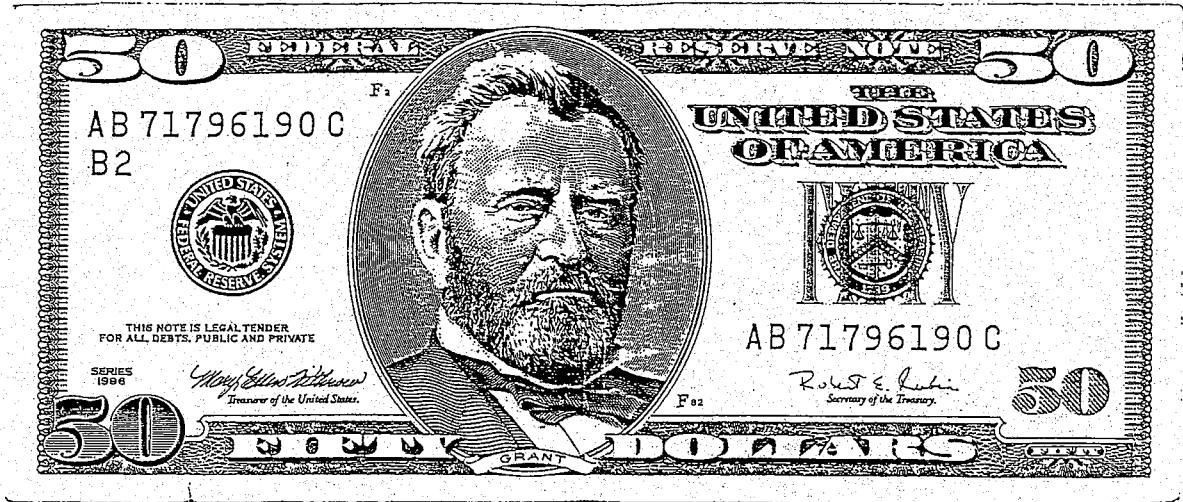
[Signature] (Seal)
Signature of Notary Public
EDWARD HERRING
Printed Name of Notary Public
Notary Public for: SC

My Commission Expires: 3/17/2010

SCHEDULE "A"

Initial Funding

1)



- 2) All ownership interest(s) in James Brown Enterprises, Inc.
- 3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity. (See Attached Real Estate Description)
- 4) All ownership interest(s) in

[Handwritten Signature]

 James Brown, Grantor

[Handwritten Signature]

 Alford A. Bradley, Trustee

[Handwritten Signature]

 Albert G. Dallas, Trustee

[Handwritten Signature]

 David G. Cannon, Trustee

SCHEDULE "B"

Additional Schedule of Assets

Such assets as may be added (if any)

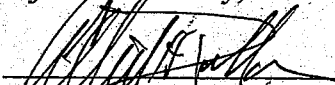
SCHEDULE "C"

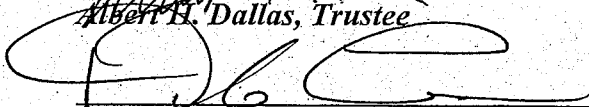
Insurance Policies

(if any)



James Brown, Grantor

Alford A. Bradley, Trustee

Albert H. Dallas, Trustee

David G. Cannon, Trustee

SCHEDULE "B"

IRREVOCABLE TRUST AGREEMENT
OF
JAMES BROWN

All copyrights and all rights to income from any copyright or publishing rights to musical compositions of James Brown the entertainer, artist, composer and creator of musical works and video graphic and sound images including the likeness, image and persona of James Brown a/k/a The Godfather of Soul and any other stage or performance work now in existence or hereafter created by James Brown; the rights to any book, movie, narrative or illustration of the life and the works of James Brown in any form, including, but not limited to the attached more definitive list of intellectual work product of James Brown, which is ever continuing and which work product may or may not be registered with the Library of Congress, ASCAP or BMI.

DEED

VOL 2049 PAGE 11

Document hosted at JDSUPRA
http://www.jdsupra.com/docs/documentViewer.aspx?fid=ca2fd770-e299-4a2b-a20e-8fff92b2032e

State of South Carolina,
COUNTY OF AIKEN

Know All Men By These Presents, That JAMES BROWN

Date	12-28-00
SC Fee	
Co Fee	
TOTAL	
Exemption #	

in the State aforesaid in consideration of the
sum of Five (\$5.00) Dollars and Other Valuable Consideration
to Me paid by Irrevocable Trust Agreement James Brown & Trustees August 1, 2000
in the State aforesaid, the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release
unto the said

Irrevocable Trust Agreement James Brown & Trustees August 1, 2000, Its Successors
and Assigns forever,

(See Attached Exhibit A)

All of the properties above, more or less being derived from: 5.25 Acres from
Carl Almond as recorded in Deed book 1670 Page 88 and Miscellaneous Book 864 Page 95
with TMS Number 00-085-01-057

14.28 Acres from Shawn Thomas as recorded in Deed Book 1739 at Page 168 with TMS
Numbers 00-086-01-0150 & 00-086-01065

1 Acre from Debbie L. Toporoff as recorded in Deed Book 2017 at Page 100
with TMS Number 00-085-01-051

5.32 Acres from Debbie L. Toporoff as recorded in Deed Book 1670 at Page 91 and
Miscellaneous Book 864 at Page 95 with TMS Number 00-086-01-058

39.98 Acres from Albert H. Dallas as recorded in Deed Book 1433 at Page 253 with
TMS Number 00-086-01-120

Case 1:09-cv-02147 Document 1-4 Filed 04/06/2009 Page 23 of 32

VOL. 2049 PAGE 17

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OF LAND WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF AIKEN STATE OF SOUTH CAROLINA ON DOUGLAS DRIVE (S-2-2145) AND LYING WITHIN THE BEECH ISLAND COMMUNITY DESIGNATED AS 430 DOUGLAS DR. BEECH ISLAND 29842 ALSO KNOWN AS A 61.08 ACRE PARCEL OF LAND AND A 1.00 ACRE PARCEL OF LAND AND DESIGNATED AS PARCEL " A " ON A PLAT PREPARED FOR JAMES BROWN 17 MARCH 1999 AND RECORDED IN PLAT BOOK PAGE

POINT OF COMMENCEMENT (P.O.C.), COMMENCING IS THE POINT OF INTERSECTION OF US HWY # 278 AND DOUGLAS DRIVE (S-2-2145) NORTH 3097+ FEET ALONG DOUGLAS DR TO A NAIL, AND CAP AT THE POINT OF INTERSECTION (P.I.) OF DOUGLAS DRIVE (S-2-2145) AND A 30.00' INGRESS-EGRESS EASEMENT AND CONTINUING IN A CLOCKWISE DIRECTION AND REVERSING SOME BEARINGS, THENCE ON A BEARING OF N 7°31'01" W FOR A DISTANCE OF 513.35 TO A #4 REBAR FOUND THENCE ON A BEARING OF N51°32'46"E FOR A DISTANCE OF 129.15 FEET TO A #4 REBAR FOUND ALSO KNOWN AS THE POINT OF BEGINNING (P.O.B.) THENCE IN A CLOCKWISE DIRECTION ON A BEARING OF S 85°55'07" W FOR A DISTANCE OF 201.35 FEET TO A 24 INCH PINE TREE ALSO KNOWN AS PROPERTY CORNER. THENCE ALONG THE PROPERTY LINE OF JAMES BROWN AND WILBUR D. KATHERYN THIGPEN ON A BEARING OF N 16°16'30" W FOR A DISTANCE OF 164.33 FEET TO A #5 REBAR FOUND THENCE CONTINUING ALONG THE PROPERTY LINE OF JAMES BROWN AND WILBUR D. KATHERYN THIGPEN ON A BEARING OF N 14°22'34" W FOR A DISTANCE OF 374.42 FEET TO A #4 REBAR FOUND ALONG A MARKED PROPERTY LINE FOUND THENCE ALONG A MARKED PROPERTY LINE OF JAMES BROWN AND WILBUR D. KATHERYN THIGPEN ON A BEARING OF S 76°00'49" W FOR A DISTANCE OF 587.59 FEET TO A #5 REBAR FOUND THENCE ALONG ON A BEARING OF S 76°04'06" W FOR A DISTANCE OF 22.81 FEET TO A #5 REBAR FOUND THENCE CONTINUING ALONG ON A BEARING OF N 14°45'34" W FOR A DISTANCE OF 1013.69 FEET TO A 1/2 INCH OE IRON PIPE FOUND THENCE ON A BEARING OF N 75°32'44" E FOR A DISTANCE OF 402.17 FEET TO A # 4 IRON SET THENCE ON A BEARING OF N 17°32'02" W FOR A DISTANCE OF 208.71 FEET TO A #4 IRON SET THENCE ON A BEARING OF N 75°32'44" E FOR A DISTANCE OF 209.33 FEET TO A #4 IRON SET THENCE ON A BEARING OF N 17°37'02" W FOR A DISTANCE OF 152.90 FEET TO A # 5 REBAR FOUND THENCE ON A BEARING OF N 17°39'54" W FOR A DISTANCE OF 356.03 FEET TO A # 5 REBAR FOUND THENCE ON A BEARING OF S 85°44'45" E FOR A DISTANCE OF 871.50 FEET ON A MARKED PROPERTY LINE FOUND OF JAMES BROWN AND GRADY A. MCELMURRAY TO A 24 INCH PINE TREE FOUND ALSO KNOWN AS PROPERTY CORNER THENCE ON A BEARING OF S 13°50'04" E FOR A DISTANCE OF 218.38 FEET TO A #4 IRON FOUND THENCE ON A BEARING OF S 13°44'24" E FOR A DISTANCE OF 217.87 FEET ON A MARKED PROPERTY LINE FOUND OF JAMES BROWN AND GRADY A. MCELMURRAY TO A CONCRETE MONUMENT FOUND AT CHAIN LINK FENCE CORNER THENCE ALONG A CHAIN LINK FENCE ALONG THE PROPERTY LINE OF JAMES BROWN AND GRADY A. MCELMURY ON A BEARING OF S 23°40'00" E FOR A DISTANCE OF 905.09 FEET TO A 3/4 INCH PINCH TOP IRON PIPE FOUND AT FENCE CORNER THENCE ALONG THE PROPERTY LINE OF JAMES BROWN AND GRADY A. MCELMURRAY ON A BEARING OF S 89°57'37" E FOR A DISTANCE OF 217.30 FEET TO A #4 IRON SET THENCE ALONG THE PROPERTY LINE OF JAMES BROWN AND MILLIE ROSE HUNTER ON A BEARING OF S 05°50'02" E FOR A DISTANCE OF 819.55 FEET ALONG A CHAIN LINK FENCE TO A #4 IRON SET AT THE ROAD RIGHT OF WAY OF DOUGLAS THENCE ON A BEARING OF S 87°02'00" E ALONG THE R/W OF DOUGLAS DR FOR A DISTANCE OF 822.03 FEET ALONG THE R/W TO THE POINT OF BEGINNING (P.O.B.) PROPERTY BOUNDED ON THE NORTH BY GRADY A. MCELMURRAY ON THE EAST BY GRADY A. MCELMURRAY AND MILLIE ROSE HUNTER ON THE SOUTH BY R/W OF DOUGLAS DRIVE ON THE WEST BY BEACON RIDGE S/D AND MARTHA H. MCELMURRAY AND ALLAN E. & ANGIE MOORHEAD AND WILBUR D. & KATHERYN THIGPEN TAX MAP # 086-01-120, 086-01-150, PORTION OF 061-01-15 AND PORTION OF 085-01-051

Case 1:09-cv-02147 Document 1-4 Filed 04/06/2009 Page 24 of 32

DEED
VOL 2049 PAGE 18

<http://www.jdsupra.com/post/documentViewer.aspx?fid=ca21d770-e299-462b-a20e-8fff92b2032e>

Grantor ^{ee} Address: P.O. Box 691, Barnwell, South Carolina 29812

TMS #s: 00-086-01-0150; 00-086-01-065; 00-085-01-057; 00-085-01-051; 00-086-01-058;
00-086-01-120

AIKEN COUNTY ASSESSOR
00-086-0-01-150
00-086-0-01-057
00-085-0-01-051 - Part of
REG: 00-086-0-01-058
WIT: 00-086-0-01-120
REC: 12/28/00 WIT: 8-1-00

Together with all and singular, the rights, members, heraditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

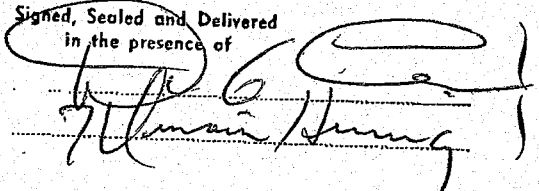
To Have and to Hold all and singular the premises before mentioned unto the said Grantee, Its Successors and Assigns.

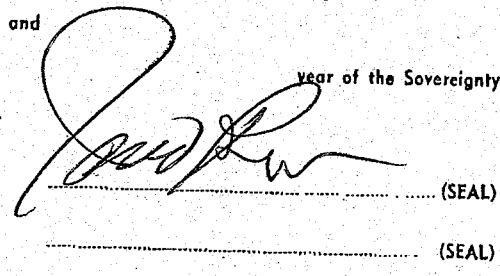
Heirs and Assigns forever

And Grantor ~~does~~ hereby bind Himself and his successors, Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee Its Successors,

Heirs and Assigns, against Himself and His Successors, Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 1st day of August, 2000
in the year of our Lord ^{Two} ~~one~~ thousand nine hundred and
and in the two hundred and ~~Twenty~~-fifth year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of


 (SEAL)
..... (SEAL)

Case 1:09-cv-02147 Document 1-4 Filed 04/06/2009 Page 25 of 32

DEED

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

VOL 2049 PAGE 79
)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at _____, bearing Aiken County Tax Map Number 00-086-01-0150, 00-086-01-065, 00-085-01-057, 00-085-01-051, 00-086-01-058, 00-086-01-120, was transferred by James Brown to Irrevocable Trust Agreement James Brown & Trustees August 1, 2000 on August 1, 2000.

The transaction was (Check one):

_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$5.00 and other valuable consideration.

_____ not an arm's length real property transaction and the fair market value of the property is \$ _____

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq because the deed is (See back of affidavit.):
 See #7 - Family Trust

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

William Herring
Purchaser, ~~Legal Representative of the Purchaser~~, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 15th
day of August, 2000

Notary Public for South Carolina
My Commission Expires: 10/1/2005

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty,

Case 1:09-cv-02147 Document 1-4 Filed 04/06/2009 Page 26 of 32

forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

EXEMPTIONS

Exempted are deeds:

- (1) transferring realty to the federal government;
- (2) transferring realty to the State, its agencies and departments, and its political subdivision, including school districts;
- (3) otherwise exempted under the laws and Constitution of the United States or the laws or Constitution of South Carolina;
- (4) transferring realty whereby no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A) of the South Carolina Code of Laws. This exemption will exempt transfers to a spouse and most transfers that are the result of a divorce;
- (5) transferring realty from an agent to the agent's principal in which the realty was purchased with the funds of the principal;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39 of the South Carolina Code of Laws;
- (7) transferring realty to a member of the family or to a family trust or to a family partnership. "Family" means spouse, parents, sisters, brothers, grandparents, grandchildren and lineal descendants. A "family trust" is a trust whose beneficiaries are all members of the family of the transferor. A "family partnership" is a partnership whose partners are all members of the family of the transferor;
- (8) transferring realty to a legal heir or devisee;
- (9) that constitute a contract for the sale of timber to be cut;
- (10) transferring realty from an individual to a partnership, limited liability company, or corporation upon the formation of the entity if the individual is transferring the realty in order to become a partner, member, or shareholder in the entity. All other transfers of realty to or from the partnership, limited liability company, or corporation, not otherwise exempt, are subject to the fee.
- (11) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (12) transferring realty between a parent corporation and its subsidiary corporation, provided that no consideration of any kind is paid or to be paid for the transfer;
- (13) transferring realty to a nonprofit corporation organized and operated exclusively for either a religious, scientific, charitable, or educational purpose, and provided no consideration of any kind is paid or to be paid for the transfer;
- (14) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed; or,
- (15) transferring realty from an individual to a partnership or limited liability company of which the individual is a partner or a member, provided that the transfer is subject to the fee to the extent that the transfer is a transfer of an undivided interest in the realty to partners or members other than the transferor. The determination as to the portion of the realty's value upon which the fee must be paid must be based on the percentage interest in the partnership or limited liability company of the partners or members other than the transferor.

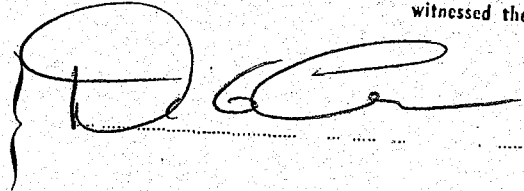
~~VOL 2009 PAGE 21~~

STATE OF SOUTH CAROLINA, }
Aiken County }

Personally appeared before me David G. Cannon

and made oath that he saw the within named James Brown
sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with H. Dewain Herring witnessed the
execution thereof.

SWORN to before me this 12th
day of August, 19
H. Dewain Herring (H.S.)
Notary Public of S. C.



My Commission expires: 3/17/2010

DEED
VOL 2049 PAGE 22

State of South Carolina
COUNTY OF Aiken

JAMES BROWN
TO
Irrevocable Trust Agreement James
Brown & Trustees August 11, 2000

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed
for record in my office at 830 M o'clock
on the 28 day of Dec
2000, and was immediately entered upon the
proper indexes and duly recorded in Book 2049

of Deeds, page 16
Judith W. James
Clerk of Court of Common Pleas and General Ses-
sions for _____
County, S. C.

I hereby certify that the within Deed has been
this 28th day of
December, A. D. 19th 2000, Recorded
in Book 41 of Deeds, page B
Carrie Spawley (Sgt) Auditor
for *Aiken* County

COMPONENT SYSTEMS, COLUMBIA, S.C.

Georgia
Richmond County

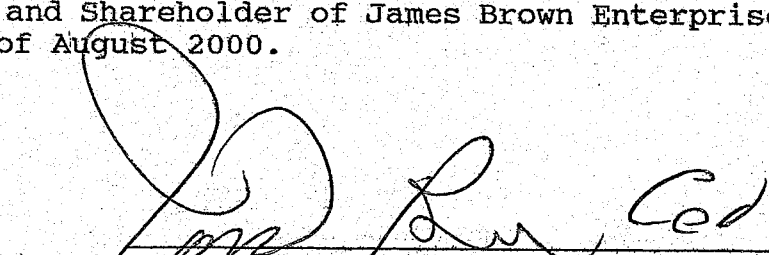
Notice and Waiver of Nature of Special Meeting of Board of
Directors and Shareholder of James Brown Enterprises, Inc.

Notice of Special Meeting

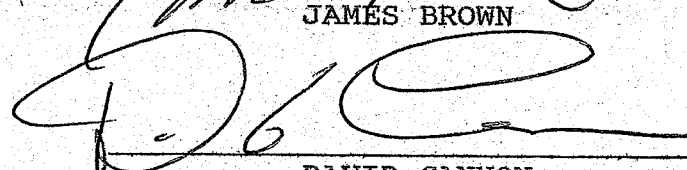
Notice of a special meeting of the Directors and Shareholder of the
James Brown Enterprises for August 1, 2000 at the offices, 870
Broad Street, Augusta, Georgia.

Waiver of Notice

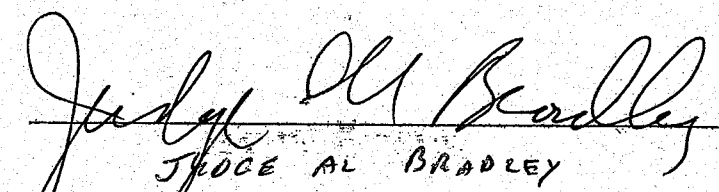
Notice of the Directors and Shareholder of James Brown Enterprises
is waived this 1st day of August 2000.



JAMES BROWN



DAVID CANNON

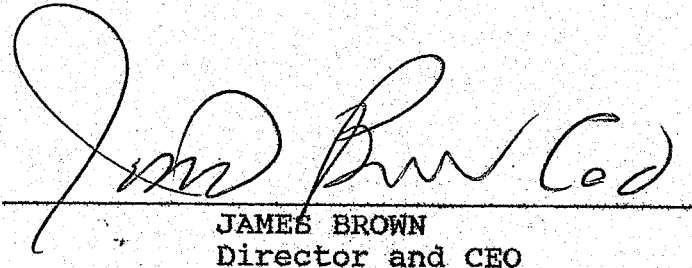


JUDGE AL BRADLEY

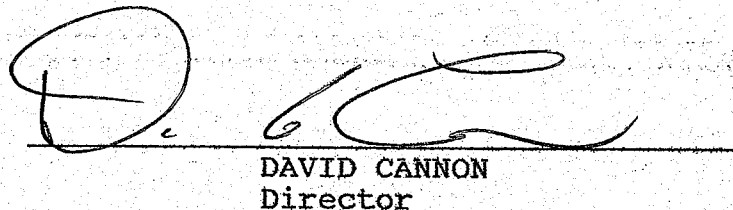
Case 1:09-cv-02147 Document 1-4 Filed 04/06/2009 Page 30 of 32

Resolution

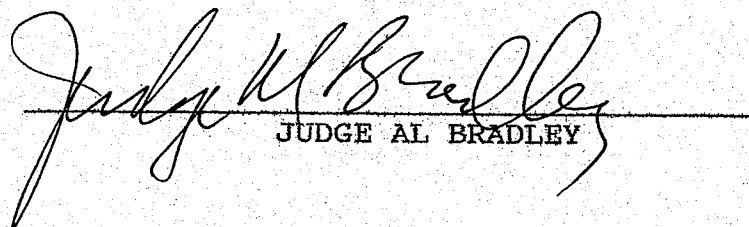
Whereas James Brown is the sole shareholder of all the shares of stock issued and outstanding in James Brown Enterprises, Inc. and James Brown desires to transfer substantially all of his assets to Irrevocable Trust Agreement James Brown and Trustees August 1, 2000 and, whereas, James Brown Enterprises, Inc. owns certain real estate in Richmond County, Georgia described in Attached Exhibit A and it is the desire of James Brown, sole Shareholder, to transfer said real estate, and all his shares and ownership of James Brown Enterprises, Inc, the Board of Directors of James Brown Enterprises, Inc. does hereby authorize James Brown individually and as CEO to execute a deed from James Brown Enterprises, Inc. and the transfer of his shares and ownership interest to Irrevocable Trust Agreement James Brown and Trustees August 1, 2000 as described in the attached Exhibit A.



JAMES BROWN
Director and CEO



DAVID CANNON
Director



JUDGE AL BRADLEY

ACCEPTANCE OF TRUSTEE RESPONSIBILITY

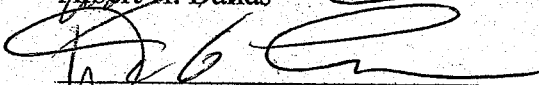
Comes now Alford A. Bradley, Albert H. Dallas and David G. Cannon named trustees of IRREVOCABLE TRUST AGREEMENT of JAMES BROWN dated August 1, 2000 and accepts the responsibility and duties of trustee.

Witness our Hand and Seals this 1st Day of August 2000.

Alford A. Bradley



Albert H. Dallas



David G. Cannon