SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This SETTLEMENT AGREEMENT AND MUTUAL RELEASES ("Agreement") is made and entered into by and between Aaron M. Frey, Attorney General of the State of Maine (the "AG"); James W. Brannan, individually and as Personal Representative ("Brannan") of the Estate of Robert Indiana a/k/a Robert Earl Clark, (the "Estate") and Star of Hope, Inc. a Maine non-profit corporation with a principal place of business in Rockland, Maine (the "SOH"), as of the date that this Agreement is fully-executed by the parties (the "Effective Date"). Hereinafter, the AG, Brannan, and SOH, and will be collectively referred to as the "Parties" and individually as "Party," as the case may be.

WHEREAS, Robert Indiana, a/k/a Robert Earl Clark, died testate on May 19, 2018;

WHEREAS, Robert Indiana's Will (the "Will") nominated James Brannan as the Personal Representative of the Estate and on or about June 6, 2018 the Knox County Probate Court (the "Court") appointed him as Robert Indiana's Personal Representative in Case No. 2018-0145;

WHEREAS, the SOH is the sole beneficiary of the Will;

WHEREAS, Brannan, has served as Personal Representative, has provided services as a Personal Representative to the Estate as Personal Representative, has been paid fees and expenses in connection with his service as Personal Representative of the Estate, and in his capacity as Personal Representative has hired and paid with Estate funds law firms and other providers of goods and services in exchange for their work for Personal Representative and the Estate;

WHEREAS, the AG filed an Amended Petition for Review of Reasonableness of Compensation of Attorneys and Personal Representative and Request for an Order Requiring Refunds of Excessive Compensation (the "Petition"), in the Court (the "Lawsuit"), alleging that the compensation paid to Brannan by the Estate in connection with the administration of the Estate was unreasonable and that Brannan breached his duty by paying excessive fees to certain law firms, including Venable, Hogan Lovells, Preti Flaherty, and Pierce Atwood (the "Law Firms");

WHEREAS, Brannan vigorously disputes and denies the AG's allegations in the Petition;

WHEREAS, upon the terms and in the manner set forth in this Agreement, which supersedes and replaces the Binding Settlement Memorandum of Understanding entered at the conclusion of a successful mediation on November 18, 2021, the Parties wish to settle, release and discharge all claims that the AG, and/or the SOH may have against Brannan and the Estate arising out of or relating to the Petition or Brannan's service as Personal Representative and representation of the Estate, on the one hand, and which Brannan and the Estate may have against the AG, or the SOH arising out of or relating to the Petition or Brannan's service and resulting charges for fees and expenses in connection the Estate;

WHEREAS, all of the claims raised by the AG in the Petition against parties other than Brannan have also been finally resolved or are in the process of being finally resolved, and are the subject of separate agreements that Brannan has approved; and

NOW, THEREFORE, in consideration of the Parties' agreements herein, the receipt and sufficiency of which consideration hereby acknowledged, the Parties agree as follows:

1. **Representations.** Brannan represents to SOH that the statements set forth in this Paragraph 1 are true and correct as of the Effective Date. For purposes of this Paragraph 1, "Brannan's knowledge" and any similar phrase means the actual knowledge of Brannan, after due inquiry of any past or present employees.

a. To Brannan's knowledge, with the exception of the works of art that have been transferred to SOH, or whose existence has been identified and disclosed to SOH in writing, on or before the Effective Date, there are no additional works of art that were produced or authorized by, created at the direction of, or are otherwise attributed to Robert Indiana, or that were created by other artists and owned by Robert Indiana, that were in Robert Indiana's possession or on the premises of Robert Indiana's properties at the time Brannan took possession of the Estate.

b. To Brannan's knowledge, there are no existing claims or demands against Brannan, the Estate, the Law Offices of James W. Brannan, or any of its former or current employees, agents, servants or contractors arising out of, or in any way related to, Robert Indiana, the Estate, Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana for which SOH would be obligated to indemnify Brannan, the Estate, the Law Offices of James W. Brannan, and any of its former or current employees, agents, servants or contractors, pursuant to this Agreement, other than claims related to McKenzie, the Rosenbaum Contemporary, the Bank of America loan, the potential dispute with the estate of Sean Hillgrove relating to an artwork allegedly gifted to Hillgrove by Robert Indiana prior to his death, and any other such claim that has been disclosed to SOH in writing prior to the Effective Date.

c. To Brannan's knowledge, all invoices, bills, statements, and any and all other requests or demands for payment for goods and services provided to or on behalf of the Estate on or before the Effective Date have been paid in full or have not been paid but have been disclosed to SOH in writing on or prior to the Effective Date, and there are no such invoices, bills, statements, or any and all other requests or demands for payment for goods and services provided to or on behalf of the Estate on or before the Effective Date.

d. To Brannan's knowledge, neither Brannan, the Estate, the Law Offices of James W. Brannan, its former or current employees, agents, servants or contractors, nor any other person employed or otherwise retained by Brannan to perform services on behalf of the Estate, have entered into any contract, agreement, or engagement for the provisions of goods or the performance of services to or on behalf of the Estate after the Effective Date, or incurred any other obligation by or on behalf of the Estate that would result in the Estate incurring additional

costs and expenses after the Effective Date, other than any such contract, agreement, engagement, or obligation that has been disclosed to SOH in writing prior to the Effective Date.

2. **Consideration.** Brannan will cause to be paid the sum of $300,000.00 (the "Payment"), not from the Estate funds, to counsel for SOH within 30 days after the Effective Date. Counsel for the SOH will hold the Payment until receiving notice that the Court has entered an order dismissing the Petition as to Brannan with prejudice and without costs, and then may deliver the Payment to the SOH for negotiation. In the event the Court has not entered an order dismissing the Petition as to Brannan within forty-five (45) days of the Effective Date (as such deadline may be extended by agreement of the parties), then counsel for SOH may deliver the Check to the SOH for negotiation. The Parties further agree that in that situation, (i) any amount Brannan may be ordered by the Court to reimburse to the Estate, the SOH, and/or the AG in connection with the AG's, the Estate's and/or SOH's claims in the Lawsuit, shall be limited to $300,000 and SOH shall indemnify Brannan for any amounts in excess of $300,000 that Brannan may be required to pay relating to claims set forth in the Petition and (ii) to the extent Brannan is required to pay for contribution or indemnity on any award against Preti Flaherty, Hogan Lovells, Venable and/or Pierce Atwood, in connection with the Lawsuit, the SOH shall indemnify Brannan for any amounts in excess of $300,000.

3. **Joint Motion to Dismiss with Prejudice.** Within three (3) business days of Brannan delivering the payment and in coordination with the settlements with the Law Firms, the AG, SOH, and Brannan will file a joint motion to dismiss with prejudice and without costs the Petition as to Brannan, pursuant to Maine Rule of Probate Procedure 41(a)(1).

4. **Publicity.** SOH and the Estate will not affirmatively publicize this agreement or its terms and will not comment upon each other. In the event that the AG or his Office chooses to issue any press release or other written statement regarding the Petition or the Agreement, the AG will use its best efforts to provide such press release or other statement to Brannan at least 24 hours before it issues. Brannan reserves the right to respond to any statement issued by the AG and/or SOH. SOH reserves the right to respond to any statement issued by the AG, Brannan and/or the Estate referring to SOH.

5. **Mutual Releases**

a. In consideration of the undertakings, transactions, and consideration recited in this Agreement, the AG, unconditionally and irrevocably remises, releases and forever discharges Brannan, in his individual capacity and in his capacity as Personal Representative of the Estate, Law Offices of James W. Brannan and the Estate, and each of his/its respective past, present and future representatives, administrators, successors, predecessors, assigns, officers, managers, directors, members, partners, employees, agents, insurers, attorneys, and any person employed by or paid by Brannan in his capacity as Personal Representative, except the Law Firms (the "Brannan Parties"), and each of them, of and from any and all suits, arbitrations, claims, demands, interests, costs (including attorneys' fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, contracts, agreements, controversies, losses, grievances, and debts, of and from any and all manner of

action and actions, cause and causes of action, warranties, covenants, contracts, agreements, promises, controversies, damages, variances, judgments, executions, claims and demands, costs, losses, claims for court costs and attorneys' fees, liabilities and obligations of any kind or nature whatsoever matured or unmatured, liquidated or unliquidated, absolute or contingent, known or unknown, in law, in equity, or otherwise, which the AG has, ever had, or may have by virtue of acts or omissions occurring prior to the Effective Date against the Brannan Parties relating to the Lawsuit or arising out of Brannan's service as Personal Representative of the Estate or with respect to legal representation of Robert Indiana or the Estate, including, but not limited to, those claims actually asserted or which could have been asserted in the Lawsuit. It is agreed and understood that this release is limited solely to those claims that the AG brought, or could have brought, in the Lawsuit pursuant to 5 M.R.S. § 194.

b. In consideration of the undertakings, transactions, and consideration recited in this Agreement, Brannan, for and on behalf of himself, the Estate, and each of his respective past, present and future representatives, administrators, successors, predecessors, assigns, partners, employees, and agents unconditionally and irrevocably remises, releases and forever discharges the SOH Parties (as defined below) of and from any and all suits, arbitrations, claims, demands, interests, costs (including attorneys' fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, contracts, agreements, controversies, losses, grievances, and debts, of and from any and all manner of action and actions, cause and causes of action, warranties, covenants, contracts, agreements, promises, controversies, damages, variances, judgments, executions, claims and demands, costs, losses, claims for court costs and attorneys' fees, liabilities and obligations of any kind or nature whatsoever matured or unmatured, liquidated or unliquidated, absolute or contingent, known or unknown, in law, in equity, or otherwise, which the Brannan Parties have, ever had, or may have against the SOH Parties relating to the Lawsuit or SOH's status as the sole beneficiary of the Estate, and SOH Parties' actions in serving the SOH, including, but not limited to, those claims actually asserted or which could have been asserted in the Lawsuit.

c. In consideration of the undertakings, transactions, and consideration recited in this Agreement, SOH, for and on behalf of each of its respective past, present and future representatives, administrators, successors, predecessors, assigns, parent companies, sister companies, affiliates, subsidiaries, divisions, officers, managers, board members, directors, members, partners, employees, agents, attorneys and insurers (the "SOH Parties"), unconditionally and irrevocably remises, releases and forever discharges the Brannan Parties and each of them, of and from any and all suits, arbitrations, claims, demands, interests, costs (including attorneys' fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, contracts, agreements, controversies, losses, grievances, and debts, of and from any and all manner of action and actions, cause and causes of action, warranties, covenants, contracts, agreements, promises, controversies, damages, variances, judgments, executions, claims and demands, costs, losses, claims for court costs and attorneys' fees, liabilities and obligations of any kind or nature whatsoever matured or unmatured, liquidated or unliquidated, absolute or contingent, known or unknown, in law, in equity, or otherwise, which the SOH Parties have, ever had, or may have by virtue of acts or omissions occurring prior to the Effective Date against the Brannan Parties relating to the Lawsuit or arising out of Brannan's service as Personal Representative, including, but not limited to, those

claims actually asserted or which could have been asserted in the Lawsuit. For the absence of doubt, this release does not extend to any material breach of this Agreement or to any proceeding seeking the removal of Brannan as Personal Representative initiated by SOH as contemplated by Paragraph 11 below.

6. **Indemnification**

Upon the Effective Date, SOH will defend and indemnify Brannan (in his individual capacity in his capacity as Personal Representative of the Estate), the Estate, and Law Offices of James W. Brannan and the Estate, and any of its former or current employees, agents, servants or contractors (except the Law Firms), from and against any and all costs, expenses, fees, contracts, agreements, and claims arising out of or in any way related Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana and the Estate, including claims related to McKenzie, the Bank of America loan, and any other known or unknown costs, expenses, fees, and claims asserted against Brannan (in his individual capacity or in his capacity as Personal Representative of the Estate), the Estate, and Law Offices of James W. Brannan, and any of its former or current employees, agents, servants or contractors (excluding the Law Firms) arising out of or in any way related to Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana or the Estate. This indemnification includes, without limitation, payment for out-of-pocket expenses and compensation at a rate to be agreed to in advance by SOH for his time serving as a witness in connection with any litigation related to Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana. The purpose of this indemnification is to extend broadly to Brannan and the Estate in view of the SOH's desire that Brannan distribute substantially all assets of the Estate to SOH before the Estate is finally closed and while claims in active litigation against Brannan and the Estate remain outstanding, and this indemnification shall be construed broadly in favor of that purpose. Notwithstanding the foregoing, this indemnification does not extend to any proceeding seeking the removal of Brannan as Personal Representative initiated by the AG or SOH as contemplated by Paragraph 11 below.

7. **Indemnification for and Assumption of Responsibility to Direct Claims**

SOH's duty to indemnify under Paragraph 6 shall include, but will not be limited to assuming, as of the Effective Date, responsibility for, prosecution or defense of all Estate-related legal claims including legal claims filed by or against Brannan (in his individual capacity and in his capacity as Personal Representative of the Estate) and the Law Offices of James W. Brannan, and any of its former or current employees, agents, servants or contractors (excluding the Law Firms), related to Brannan's service as Personal Representative of the Estate and/or his legal representation Robert Indiana, now or in the future, including the obligation or expense of resolving those claims by payment, settlement, judgment or otherwise. This includes all legal claims arising from Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana, against the Estate or Brannan, whether presently asserted, or asserted in the future. These claims include all claims arising from Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana asserted by Michael McKenzie or American Image Art in any forum, including in the United States District Court for the Southern District of New York, the U.S. District

Court for the District of Maine, and the American Arbitration Association (Case No. 01-19-0001-9789). This undertaking also extends to all other legal disputes, arising from Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana whether asserted or unasserted, pending or not pending, including but not limited to a potential dispute with the Estate of Sean Hillgrove relating to an artwork allegedly gifted to Hillgrove by Robert Indiana prior to his death, as well as all other legal claims, demands or causes of action asserted against the Estate and/or Brannan, whether known or unknown. SOH understands that all defense costs, attorney's fees, fees and expenses associated with any claim arising from Brannan's service as Personal Representative of the Estate and/or his legal representation of Robert Indiana, whether it be asserted or unasserted, against Brannan or the Estate will be the responsibility of SOH from the date of this agreement going on into the future. Notwithstanding the foregoing, this indemnification does not extend to any proceeding seeking the removal of Brannan as Personal Representative initiatied by the AG or SOH as contemplated by Paragraph 11 below.

SOH will have the right to reasonably select, hire, approve, and direct the work of competent counsel for Brannan subject to Brannan's consent, with his consent not to be unreasonably withheld. Brannan will direct any lawyer or law firm currently representing him to cooperate in transferring any files and related information to any substitute law firm selected by SOH. It only shall be deemed reasonable for Brannan to withhold consent to the selection of the following: Quinn Emanuel Urquhart & Sullivan, LLP, Markham Read Zerner LLC, Luke Nikas, John J.E. Markham, II, John B. Simoni, John D. Frumer, and Osvaldo J. Gonzalez. Brannan agrees that SOH will be authorized to direct the defense or prosecution of all aspects of any claims and to compromise any claims, subject to legal counsel's obligations under rules of professional responsibility, including to reasonably consult with Brannan and keep him informed about material decisions.

Within three (3) days after the Effective Date, Brannan will notify legal counsel for Jaime Thomas, Serpe Ryan, that its primary contact for purposes of the Estate will be SOH and that all invoices should be submitted to SOH for payment under this paragraph and if not paid such invoices will be subject to the indemnification provisions provided under Paragraph 6, above. This Paragraph extends to SOH assuming responsibility to fulfill Brannan and the Estate's indemnification obligations under any agreement arising from Brannan's representation of the Estate and/or Robert Indiana to which Brannan or the Estate is a party.

8. **Bank of America Loan.** SOH has confirmed its preference for the Estate to enter into the variable rate Amendment to Loan Agreement offered by Bank of America and Brannan will enter into the Amendment on or before December 25, 2021. In accordance with Paragraph 6, SOH will indemnify and assume all responsibility for the loan, including timely payment of all interest expenses and any fees. SOH will assume responsibility for timely refinancing, paying, satisfying, extending, renegotiating, or otherwise assuming responsibility for the Bank of America Loan by a date not later than 30 days prior to the date of the Facility Expiration Date set forth in the Amendment to Loan Agreement. SOH shall defend and indemnify the Estate from any further responsibility for the loan, including any charges, fees, or expenses associated with the loan. Brannan will on receipt submit invoices for interest payments to SOH.

9. **Distribution of Works in Portland.** Brannan, on behalf of the Estate, will facilitate the distribution of all artworks that have been disclosed in writing to SoH wherever located, including but not limited to the artworks currently located in Portland, Maine, as soon as Brannan and SOH have confirmed that doing so would not create any risk of breach or default under any agreement with Bank of America, including but not limited to any pledge agreement.

10. **Rosenbaum Issues.** Brannan and the Estate will work to facilitate the distribution of the Estate's interest in works held by Rosenbaum Contemporary, Howard Rosenbaum, or their lawyers and the cash balance of any funds held on behalf of the Estate by Rosenbaum's legal counsel to SOH. SOH will assume responsibility for communications with Rosenbaum.

11. **Interim Cash Distribution.** Within ten days of the Effective Date, the Estate will make an interim cash distribution to SOH in the amount of Nine Hundred Thirty Four Thousand, Two Hundred Thirty Seven Dollars and Ninety Three Cents ($934,237.93), less the amount of any invoices outstanding and disclosed to SOH on or before November 18, 2021, and any other invoices that are approved in advance by SOH. The remaining funds shall be retained for use by the Estate to fund its administration and efforts to wind up and fully distribute the assets of the Estate and close the Estate in the Knox County Probate Court, and the Estate shall fully account to SOH for any and all funds so expended. Any portion of the remaining funds at the time the Estate is finally closed will be promptly distributed to SOH. Any actual costs or fees associated with the completion of the administration process and to close the Estate that exceed the amount retained by the Estate after the interim distribution pursuant to this Paragraph 11 must be approved in advance by SOH in order to be subject to Paragraph 6 (indemnification). Any dispute between SOH and Brannan about whether any costs or fees are reasonable will be determined pursuant to Paragraph 24. The SOH and AG may not seek removal of Brannan as Personal Representative except for material breach of this Agreement or on the basis of any post-Effective Date act or omission by Brannan or any pre-Effective Date act or omission by Brannan of which SOH is unaware and could not have reasonably been aware as of the Effective Date, that they deem to meet the standard for removal of Brannan. Brannan may retain Preti Flaherty, LLP to assist him in winding up the affairs of the Estate.

12. **Omnibus Distribution.** Consistent with Maine probate law and rules and Mr. Brannan's professional obligations as Personal Representative, Brannan and the Estate will work to facilitate the distribution of all contracts, agreements, rights, privileges, trademarks, copyrights, claims by or against Brannan, whether known or unknown to the Star of Hope as sole beneficiary of the Estate at such reasonable times and on such reasonable terms as SOH may request.

13. **Close Estate.** Brannan will work to finalize the administration and close the Estate in the Knox County Probate Court as soon as is reasonably practicable consistent with the Maine probate law and rules; provided, however, that Brannan will not close the Estate without the consent of SOH, which consent will not be unreasonably withheld.

14. **Acknowledgments and Representations**

a. The Parties understand and agree that this Agreement represents a compromise of disputed claims. The Parties agree that this Agreement and negotiations leading thereto do not evidence or constitute an admission by any Party of any wrongdoing or liability.

b. The decision by the Parties to enter into this Agreement has not been induced in any way by any other Party or any representative or person acting on behalf of any Party and, further, no Party relies upon any statement or representation made by any other Party or their agent, attorney or any other person representing any other Party in connection herewith, except as described herein.

c. Each of the Parties acknowledge that they have reviewed and entered into this Agreement with the advice and assistance of counsel of their own choosing and any other advisers they deem necessary and appropriate.

d. The Parties each represent that (1) the execution of this Agreement has been duly authorized and is not subject to nor conditioned upon the approval, hereof, by any third party, and (2) the claims released herein have not been and will not be assigned or otherwise transferred to any person, corporation or other entity.

15. **Entire Agreement.** This Agreement is contractual in nature, and constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, except to the extent the Parties are also signatories to separate written agreements with the Law Firms, which the Parties acknowledge contain supplemental releases and other terms related to the Law Firms. No subsequent promises or agreements shall be binding or shall modify this Agreement unless signed by the Parties hereto.

16. **Duty to Cooperate.** The Parties agree to cooperate in good faith to execute any documents reasonably necessary to implement the terms of this Agreement.

17. **Tax Consequences**. Each of the Parties shall be solely responsible for the tax consequences to such Party, if any, arising by virtue of this Agreement.

18. **Amendment**. This Agreement may only be amended in a writing signed by the Parties.

19. **Waivers.** No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the Party to this Agreement against whom such waiver is sought to be enforced. The waiver by any Party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

20. **Severability**. If any provision of this Agreement, or the application thereof, becomes or is declared by a court or arbitrator of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect. The

Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

21. **Counterparts**. This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one agreement binding on the Parties.

22. **Rules of Construction**. The Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

23. **Governing Law**. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Maine without regard to choice or conflict of laws rules.

24. **Disputes Relating to the Agreement.** The Parties agree that any disputes concerning, or arising under, this Agreement, including any application for temporary or preliminary injunctive relief, shall be exclusively referred to Jerrol Crouter, Esq. for binding arbitration to be conducted under such procedures as he deems appropriate, and Mr. Crouter shall have full authority to determine the arbitrability of any such dispute, as well as the merits of such dispute. Should Mr. Crouter be unavailable to serve as arbitrator, then the Parties shall agree upon a single arbitrator to act in his stead, and failing agreement, shall apply to the American Arbitration Association for appointment of a single arbitrator. The Parties agree that exclusive jurisdiction and venue to confirm, vacate, or otherwise seek judicial relief that does not conflict with foregoing arbitration clause is reserved to courts located in the State of Maine. The Parties agree to waive trial by jury. Attorneys' fees and costs incurred in connection with any such dispute between Brannan, the Estate, and SOH shall be awarded to the prevailing party.

25. **Voluntary Act**. The Parties acknowledge that they have carefully read and understand the contents of this Agreement and that they each sign it as their own free act and deed.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signature below.

AARON M. FREY, ATTORNEY GENERAL OF THE STATE OF MAINE

Dated: 12-30-21

Christina M. Moylan

Christina M. Moylan
Assistant Attorney General

JAMES W. BRANNAN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT INDIANA

Dated: 12/27/21

James W. Brannan

THE STAR OF HOPE, INC.

Dated: _____

By: Lawrence Sterrs
Its: Chairman of the Board of Directors

JAMES W. BRANNAN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT INDIANA

Dated: _____

_____
James W. Brannan

THE STAR OF HOPE, INC.

Dated: 1.6.2022

_____
By: Lawrence Sterrs
Its: Chairman of the Board of Directors