In re: Estate of Robert Indiana a/k/a Robert Earl Clark
(Frey v. Brannan)
Hogan Lovells US LLP
Binding Term Sheet
November 18, 2021

Following a full day of mediation before Mediator Jerrol Crouter ("Crouter"), (i) Hogan Lovells US LLP (the "Firm"), (ii) Attorney General for the State of Maine Aaron M. Frey (the "Attorney General"), (iii) Star of Hope, Inc. ("SOH"), (iv) James W. Brannan, in his individual capacity and as Personal Representative ("Brannan" or the "PR") of the Estate of Robert Indiana (the "Estate"), and (v) the Estate (collectively, the "parties") have reached a settlement, reflected by this Binding Term Sheet, with the following essential terms:

- The Firm agrees to pay $175,000 to SOH, directly or indirectly, within ten (10) business days after the parties execute a more formal settlement agreement that shall be consistent with but replace and supersede this Binding Term Sheet. If the parties are unable to execute such a settlement agreement, then the payment shall be due ten (10) business days after a date specified by Crouter.

- The Attorney General, the PR, and SOH agree not to disparage the Firm, its affiliated entities, or any of their partners and employees; provided, however, that this shall not limit or prevent the State of Maine and SOH from pursuing claims against Brannan and Venable LLP.

- The SOH and the PR agree to keep confidential the existence of the settlement, this term sheet, the formal settlement agreement, and the negotiations leading to this term sheet and the formal settlement (collectively, the "Settlement Topics"). The Attorney General agrees to provide the Firm in advance for comment any press statement before it is issued.

- The Attorney General, SOH, the PR, and the Estate release the Firm, its affiliated entities, and their partners and employees of and from any and all claims, known and unknown, based on any theory of liability, relating in any way to the Estate and the Firm's representation of Brannan as Personal Representative of the Estate. This includes but is not limited to a release of any and all claims that are, were, or could have been asserted against the Firm and its partners and employees in Frey v. Brannan.

- The parties will file a motion to dismiss with prejudice of all claims asserted against the Firm in Frey v. Brannan, with each party being responsible for its own fees and costs, within five (5) business days after payment to SOH as described hereinabove.

For purposes of this term sheet, "affiliated entities" include Hogan Lovells International LLP and the subsidiaries of the Firm and Hogan Lovells International LLP.

The parties agree that they will work in good faith to convert this Binding Term Sheet into a more formal settlement agreement that shall be consistent with but replace and supersede this term sheet. Whether or not this term sheet is reduced to a more formal settlement agreement, this term sheet reflects a binding and enforceable agreement.

AGREED:

HOGAN LOVELLS US LLP
By: Peter R. Bisio
Partner and General Counsel

Dated: 11/18/21

AGREED:

The STATE OF MAINE ATTORNEY GENERAL
By: Linda Conti
Assistant Attorney General

Dated: 11/18/21

AGREED:

for Larry Sterrs

STAR OF HOPE
By: Larry Sterrs
Chairman, Board of Directors, Star of Hope Foundation
Dated: 11/18/2021

AGREED:

James W. Brannan
By: James W. Brannan
Dated: 11/19/21

AGREED:

THE ESTATE OF ROBERT INDIANA
By: James W. Brannan, as Personal Representative of the Estate of Robert Indiana

Dated: 11/19/21