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 of the Estate of Robert Indiana a/k/a Robert Earl Clark ("Brannan"); Star of Hope, Inc. a Maine non-profit corporation with a principal place of business in Rockland, Maine (the "SOH"); and Pierce Atwood LLP ("Pierce Atwood"), a Maine limited liability partnership with a principal place of business in Portland, Maine, as of the date that this Agreement is fully-executed by the parties (the "Effective Date"). Hereinafter, the AG, Brannan, the SOH, and Pierce Atwood 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 (the "Estate") and he was appointed Personal Representative on May 25, 2018;

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

WHEREAS, Brannan, as Personal Representative of the Estate, retained Pierce Atwood as his legal counsel on or about May 29, 2018, and Pierce Atwood remained in that role until September 2018;

WHEREAS, Pierce Atwood was paid $198,543.50 in fees and $3,364.01 in costs in connection with its representation of Brannan;

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 Knox County Probate Court (the "Court") under Docket No. 2018-0145, in the matter of *In re Estate of Robert Indiana a/k/a Robert Earl Clark* (the "Lawsuit"), alleging that the compensation paid to Pierce Atwood by the Estate in connection with its representation of Brannan was unreasonable;

WHEREAS, Pierce Atwood vigorously disputes and denies the AG's allegations in the Lawsuit;

WHEREAS, the Parties wish to settle, release and discharge all claims that the AG, Brannan, and/or the SOH may have against Pierce Atwood arising out of or relating to the Lawsuit or Pierce Atwood's representation of Brannan in connection with the Estate, on the one hand, and that Pierce Atwood may have against AG, Brannan, and/or the SOH arising out of or relating to the Lawsuit or its representation of Brannan in connection with the Estate;

WHEREAS, all of the claims raised by the AG in the Petition against parties other than Pierce Atwood have also been resolved;

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

1. **Payment.** Pierce Atwood will deliver a check for the sum of $10,000 to counsel for the SOH (the "Check") within five (5) business days of the Effective Date. Counsel for the SOH will hold the Check until receiving notice that the Court has entered an order dismissing the Petition as to Pierce Atwood with prejudice and without costs, and then may deliver the Check to the SOH for negotiation.

In the event the Court has not entered an order dismissing the Petition as to Pierce Atwood 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, any amount Pierce Atwood 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 $10,000 and SOH shall indemnify Pierce Atwood for any amounts in excess of $10,000 that Pierce Atwood may be required to pay relating to claims set forth in the Petition . The Parties further agree that to the extent Pierce Atwood is required to pay for contribution or indemnity on any award against Preti Flaherty, Hogan Lovells, Venable and/or James Brannan, in connection with the Lawsuit, the SOH shall indemnify Pierce Atwood for any amounts in excess of $10,000.

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

3. **Publicity**. To the extent the AG and/or the SOH issues any press release(s) or other written statement(s) regarding the Lawsuit or the Agreement, the AG and/or the SOH, respectively, will use best efforts to provide such press release or other written statement to Pierce Atwood at least 24 hours before it is issued.

4. **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 Pierce Atwood, for and on behalf of each of its respective past, present and future representatives, administrators, successors, predecessors, assigns, officers, managers, directors, members, partners, employees, agents, and attorneys (the "Pierce Atwood 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 against the Pierce Atwood Parties relating to the Lawsuit or arising out of Pierce Atwood's representation of Brannan, 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, the beneficiaries of the Estate, and each of his respective past, present and future representatives, administrators, successors, predecessors, assigns, partners, employees, agents, attorneys and insurers (the "Brannan Parties"), unconditionally and irrevocably remises, releases and forever discharges the Pierce Atwood 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 Brannan Parties have, ever had, or may have against the Pierce Atwood Parties relating to the Lawsuit or arising out of Pierce Atwood's representation of Brannan, 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, directors, members, partners, employees, agents, attorneys and insurers (the "SOH Parties"), unconditionally and irrevocably remises, releases and forever discharges the Pierce Atwood 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 against the Pierce Atwood Parties relating to the Lawsuit or arising out of Pierce Atwood's representation of Brannan, including, but not limited to, those claims actually asserted or which could have been asserted in the Lawsuit.

d. In consideration of the undertakings, transactions, and consideration recited in this Agreement, Pierce Atwood, for and on behalf of the Pierce Atwood Parties, unconditionally and irrevocably remises, releases and forever discharges the AG, the Brannan Parties, and the SOH 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 Pierce Atwood Parties have, ever had, or may have against the AG, the Brannan Parties, or the SOH Parties relating to the Lawsuit or arising out of Pierce Atwood's representation of Brannan, including, but not limited to, those claims actually asserted or which could have been asserted in the Lawsuit.

e. Any releases not contained in this Agreement are expressly not given.

5. **Acknowledgments and Representations**.

a. The Parties understand and agree that this Agreement represents a compromise of disputed claims.

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.

6. **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. No subsequent promises or agreements shall be binding or shall modify this Agreement unless signed by the Parties hereto.

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

8. **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.

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

10. **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.

11. **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.

12. **Counterparts**. This Agreement may be executed by facsimile 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.

13. **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.

14. **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.

15. **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 the foregoing arbitration clause is reserved to courts located in the State of Maine. The Parties agree to waive trial by jury. The Parties, except for the AG, agree that attorneys' fees and costs incurred in connection with any such disputes shall be awarded to the prevailing party.

16. **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 Moylan
Assistant Attorney General

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

Dated: 1/6/22

James W. Brannan

THE STAR OF HOPE, INC.

Dated: 1·6·2022

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

PIERCE ATWOOD LLP

Dated: 1/6/2022

By: David E. Barry, Esq.
Its: Managing Partner