SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This SETTLEMENT AGREEMENT AND MUTUAL RELEASES ("Agreement") is made and entered into by and between Aaron M. Frey, acting in his capacity as 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 Preti, Flaherty, Beliveau & Pachios LLP ("Preti"), 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 Preti 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 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, as Personal Representative of the Estate, retained Preti as his legal counsel in September 2018, and Preti remains in that role at the present time;

WHEREAS, Preti has submitted, and Brannan has paid, written invoices each of which itemize time charged by attorneys and staff in increments of one-tenth of an hour and contain itemized lists of expenses;

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 Preti was unreasonable under the standards set forth in Title 18-C, Section 3-721;

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

WHEREAS, upon the terms and in the manner set forth in this Agreement, which supersedes and replaces the prior understanding of the Parties 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, Brannan, or the SOH may have against Preti arising out of or relating to the Lawsuit or Preti representation of Brannan in connection with the Estate up through and including the Effective Date of this Agreement, on the one hand, and that Preti may have against the AG, Brannan, 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 Preti have also been resolved;

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

1. **Consideration.** Preti will deliver a check for the sum of $45,000 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 Preti 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 Preti 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 understand and agree that notwithstanding any further action by the Court, the consideration provided by Preti in this Agreement shall be the sole relief and payment provided by Preti relating to the Lawsuit and the claims alleged therein, and by signing this Agreement, the Parties waive any monetary benefit, recovery or relief from or against Preti for any fees invoiced to Brannan through the Effective Date of this Agreement in excess of the $45,000 consideration provided in this Agreement. The Parties further agree that to the extent Preti is ordered to pay for contribution or indemnity on any award against Pierce Atwood, Hogan Lovells, Venable and/or James Brannan in connection with the Lawsuit, the SOH shall indemnify Preti for any amounts in excess of $45,000.

The Parties acknowledge that Preti remains counsel to Brannan and agree that any fees or expenses Preti invoices to Brannan for services provided after the Effective Date must be reasonable in accordance with Title 18-C M.R.S.A., Section 3-721. The Parties agree that Preti will continue to provide the services contemplated under Preti's September 2018 Engagement Letter with Brannan (the "Engagement Letter") after the Effective Date and will bill (and be paid) at the hourly rates and for expenses incurred as provided in that Engagement Letter, subject to the provisions of 18-C M.R.S.A., Section 3-721 up to $50,000 after the Effective Date. The Parties will not challenge invoices submitted in compliance with these terms. The Parties further agree that it is their intent that Preti's fees and expenses incurred after the Effective Date will be invoiced to the Estate for payment out of the $50,000 reserve set forth in the separate agreement entered into by SOH, the AG, and Brannan. All future Preti invoices will be copied to SOH when issued. Brannan and SOH must provide Preti written notice of any specific question, objection or dispute regarding any Preti invoice within 30 (thirty) days of receipt of the invoice. All Preti fees and expenses not specifically questioned, objected to, or disputed must be paid within thirty (30) days of receipt of the invoice. If the Parties are unable to resolve or settle any question, objection, or dispute in writing within twenty (20) business days through good faith discussion, the dispute resolution clause in Paragraph 15 shall apply.

2. **Joint Motion to Dismiss with Prejudice.** Within three (3) business days of Preti delivering the Check, the AG, Brannan, the SOH, and Preti will file a joint motion to dismiss

with prejudice and without costs the Petition as to Preti, pursuant to Maine Rule of Probate Procedure 41(a)(1).

3. **Publicity**. SOH will keep this Agreement and its terms confidential except for disclosures within SOH and to its attorneys and accountants on a need to know basis. To the extent the AG issues any press release(s) or other written statement(s) regarding the Lawsuit or the Agreement, the AG will use best efforts to provide such written statement to Preti at least 24 hours before it is issued. Preti reserves the right to respond to any statement issued by the AG.

4. **Mutual Releases**.

a. In consideration of the undertakings, transactions, and consideration recited in this Agreement, the AG for and on behalf of himself in his official capacity, the Office of the Attorney General, and the State of Maine, unconditionally and irrevocably remise, release and forever discharge Preti, and each of its respective past, present and future representatives, administrators, successors, predecessors, assigns, officers, managers, directors, members, partners, employees, agents, insurers, and attorneys (the "Preti 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 or the State of Maine has, ever had, or may have against the Preti Parties relating to the Lawsuit or arising out of Preti'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 Preti 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 Preti Parties relating to the Lawsuit or arising out of Preti'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 Preti 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 Preti Parties relating to the Lawsuit or arising out of Preti'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, Preti, for and on behalf of the Preti 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 Preti 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 Preti's representation of Brannan, including, but not limited to, those claims actually asserted or which could have been asserted in the Lawsuit.

5. **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.

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, except to the extent Preti Flaherty is asked by Brannan and does perform further legal services for Brannan in accordance with the Preti/Brannan Engagement Letter in which case the Engagement Letter shall govern, consistent with the provisions of Section 1. 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 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: 1/13/2022

Linda Conti
Assistant Attorney General
Chief, Consumer Protection Division

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

Dated: 1/13/22

James W. Brannan

THE STAR OF HOPE, INC.

Dated: 1-12-2022

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

PRETI, FLAHERTY, BELIVEAU & PACHIOS LLP

Dated: 01/12/2022

By: David B. Van Slyke
Its: Managing Partner