SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made effective as of the date this Agreement is fully executed by all Parties (the "Effective Date") by and between Venable LLP ("Venable"), on the one hand, and Aaron Frey, Attorney General of the State of Maine ("Attorney General"); James Brannan ("Brannan" or "Personal Representative"), both in his individual capacity and as Personal Representative of the Estate of Robert Indiana (the "Estate"); and Star of Hope, Inc. ("SOH"), on the other hand, (collectively, the "Parties" and separately as "Party"). The Parties enter into this Agreement, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth herein below, the receipt and adequacy of which are hereby acknowledged by each Party.

Recitals

WHEREAS, on June 6, 2018, pursuant to the Will of Robert Indiana (a/k/a Robert Earl Clark) (the "Will"), the Knox County Probate Court granted Brannan Letters of Authority as Personal Representative of the Estate of Robert Indiana (a/k/a Robert Earl Clark), in the matter captioned *In re Estate of Robert Indiana (a/k/a Robert Earl Clark)*, Docket No. 2018-0145 (the "Probate Proceeding");

WHEREAS, on or about March 14, 2019, Brannan engaged Venable to represent him in his capacity as Personal Representative of the Estate, to provide assistance and advice to him as Personal Representative in the administration of the Estate and in the Probate Proceeding, and to represent the interests of the Estate in various matters, including but not limited to two lawsuits filed in the United States District Court for the Southern District of New York, captioned *Morgan Art Foundation Limited v. Michael McKenzie d/b/a American Image Art et al.*, 1:18-cv-04438, and *Morgan Art Foundation Limited et al. v. James Brannan et al.*, 1:18-cv-08231

(collectively, the "New York Litigation"); a proceeding before a panel of the American Arbitration Association, captioned *Brannan v. McKenzie et al.*, AAA Case No. 01-19-0001-9789 (the "McKenzie Arbitration"); and collateral proceedings in the U.S. District Court for the District of Maine, captioned *McKenzie v. Brannan*, Dkt. No. 2:20-cv-00262-JAW and appeal therefrom to the U.S. Court of Appeals for the First Circuit (Case No. 20-2170), seeking to prevent the McKenzie Arbitration from proceeding (the "McKenzie Anti-Arbitration Litigation");

WHEREAS, SOH is a Maine charitable corporation, is the sole beneficiary of the Will, and is participating in the Probate Proceeding as a party-in-interest;

WHEREAS, the Attorney General has pending a Petition in the Probate Proceeding for review of the reasonableness of compensation paid by the Estate to Venable (among others) (the "Fee Petition"), and whereas the Petition, as amended, seeks refunds directly from Venable for certain compensation received;

WHEREAS, Venable and Brannan as Personal Representative of the Estate oppose the Petition and continue to deny its allegations;

WHEREAS, the Attorney General continues to assert that the fees paid by the Personal Representative from the Estate to Venable (and others) were excessive and that the asserted excessive amount should be refunded to benefit SOH;

WHEREAS, the Parties seek to resolve their dispute due to the uncertainty and cost of litigation, without any Party admitting any wrongdoing of any kind, or conceding any contention of fact or law maintained by any other Party;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, the Parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The above recitals are incorporated in this Agreement as this Paragraph 1.

2. **Payment and Forbearance by Venable.**

   a. No later than ten (10) business days following full execution of this Settlement Agreement by all Parties, Venable shall Pay SOH the sum of three hundred twenty thousand and no/100 U.S. dollars ($320,000.00), by wire transfer in accordance with the wire instructions set forth below, provided that SOH has provided to Venable a completed IRS Form W-9 within three (3) business days after full execution of this Settlement Agreement:

      Camden National Bank
      Account # 16006140
      Routing # 011201458

   b. Upon full execution by all Parties of this Agreement, Venable irrevocably forgives its outstanding invoice dated June 25, 2021 in the amount of $97,475.00 and its outstanding invoice dated October 16, 2021 in the amount of $210,826.26 (collectively, the "Forgiven Invoices"). For the avoidance of doubt, the total amount to be forgiven for the Forgiven Invoices is $308,301.26, and neither SOH, the Personal Representative, nor the Estate shall have any obligation to make any payment as to the Forgiven Invoices;

   c. Venable shall forgive all fees incurred in connection with its representation of the Estate for the period from November 1, 2021 through November 21, 2021;

   d. Venable has incurred fees in connection with the McKenzie Arbitration after November 21, 2021. Although Venable will no longer be representing the Estate

of Robert Indiana in connection with the McKenzie Arbitration or the McKenzie Anti-Arbitration Litigation after the Effective Date, the Parties anticipate that Venable may be requested by SOH in the future to assist substitute counsel in connection with the claims by McKenzie and thus may incur further fees and expenses in connection with matters relating to the Estate of Robert Indiana. The principal areas for such potential assistance include Venable attorneys being called by Brannan (as represented by substitute counsel) or SOH to prepare for testimony and to testify in the McKenzie Anti-Arbitration Litigation or other matters related to the Estate of Robert Indiana, and the Parties agree Venable shall bill its customary hourly rates and out-of-pocket expenses incurred in preparing for, and appearing for such testimony; Venable being asked by SOH to provide consulting services to substitute counsel in the McKenzie Anti-Arbitration Litigation or in the McKenzie Arbitration (should it resume in the future) or in other matters concerning the Estate of Robert Indiana, and the Parties agree Venable shall bill its customary hourly rates and out-of-pocket expenses for any such services. Venable shall forgive the first $25,000 of any fees incurred on or after November 22, 2021 in any such matters related to the Estate of Robert Indiana; any fees incurred in excess of $25,000 fee credit ("Fee Credit") in such matters shall be paid by SOH, provided that such assistance was requested or confirmed in writing by or on behalf of the Estate (as represented by substitute counsel Eaton Peabody) or SOH. For clarity and relating to the $25,000 Fee Credit described in this sub-paragraph, Venable shall present its invoice for November time to SoH in the amount of $183,217.82, reflecting $175,706.50 in fees billed from November 1 to November

21, 2021, $4,941.00 in fees billed on and after November 22, 2021 through November 30, 2021 and $2,570.32 in expenses. No payment on this invoice is due because the $175,706.50 in fees through November 21 shall be forgiven and not applied against the Fee Credit. The sum of the fees on and after November 22 and expenses shall reduce the $25,000 Fee Credit to $17,488.68, as of November 30, 2021, as available credit against future work as described herein. Venable will continue to present invoices to SoH for work performed or expenses incurred after November 30, 2021, and such invoices shall further reduce the Fee Credit available. Once the Fee Credit is reduced to zero (if it is), SoH agrees that it will pay any subsequent invoices from Venable for work described herein and requested by or on behalf of SOH. If the Fee Credit is not fully extinguished within nine (9) months from the Effective Date through invoices submitted by Venable, the Fee Credit shall expire, and Venable shall have no obligation to provide any further services against any remaining amount of the Fee Credit or to pay any remaining amount to any Party;

e. The SoH shall remain obligated to pay all expenses and costs incurred by Venable in connection with any requested additional work as described and authorized in paragraph 2(d). Venable shall have no obligation to represent the interests of the Estate or Brannan in the McKenzie Arbitration, the McKenzie Anti-Arbitration Litigation or any other matter, howsoever related it might be to the Estate of Robert Indiana. Venable shall have the right to immediately withdraw from any and all such other matters, and SOH shall arrange immediately for representation of the Estate's interests and entry of any necessary substitute appearances by counsel

other than Venable in all such other matters, at SOH's sole cost, and subject to any approvals by Brannan required by the terms of any agreement between Brannan and SOH.

3. **Mutual Releases**

a. **Release By Attorney General.** In consideration of the undertakings, transactions, and consideration recited in this Agreement, the AG, for itself and all of its past and present agents, representatives, attorneys, employees, predecessors, successors and assigns, and on behalf of the People and the State of Maine, unconditionally and irrevocably remises, releases and forever discharges Venable, and each of its respective past and 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 "Venable 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 Venable Parties relating to the Fee Petition or the Probate Proceeding or arising out of Venable's representation of Brannan and/or the Estate, including, but not limited to, those claims actually asserted or which could have been asserted in the Fee Petition or the Probate Proceeding, whether known or unknown, but not including any violation of this Agreement after the Effective Date. It is agreed and understood that this release is limited solely to those claims that the AG brought, or could have brought, whether known or unknown, in the Lawsuit pursuant to 5 M.R.S. § 194.

b. **Release By SOH.** 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 Venable 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 Venable Parties relating to the Fee Petition or the Probate Proceeding or arising out of Venable's representation of Brannan and/or the Estate, including, but not limited to, those claims actually asserted or which could have been asserted in the Fee Petition or the Probate Proceeding, whether known or unknown, but not including any violation of this Agreement after the Effective Date.

c. **Release By Brannan.** In consideration of the undertakings, transactions, and consideration recited in this Agreement, Brannan, in his individual capacity and as Personal Representative of the Estate, 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 Venable 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 Venable Parties relating to the Fee Petition or the Probate Proceeding or arising out of Venable's representation of Brannan and/or the Estate, including, but not limited to, those claims actually asserted or which could have been asserted in the Fee Petition or the Probate Proceeding, whether known or unknown, but not including any violation of this Agreement after the Effective Date.

d. **Release By Venable.** In consideration of the undertakings, transactions, and consideration recited in this Agreement, Venable, for and on behalf of the Venable 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 Venable Parties have, ever had, or may have against the AG, the Brannan Parties, or the SOH Parties relating to the Fee

Petition or the Probate Proceeding or arising out of Venable's representation of Brannan and/or the Estate, including, but not limited to, those claims actually asserted or which could have been asserted in the Fee Petition or the Probate Proceeding, whether known or unknown, but not including any violation of this Agreement after the Effective Date.

4. **No Limitation on or by Other Releases.** Brannan, the Attorney General and SOH are parties to a separate settlement agreement and release among them. Such other settlement agreement and release does not in any way limit, modify, affect or govern this Settlement Agreement and Release, nor does this Settlement Agreement and Release in any way limit, modify, affect or govern such separate settlement agreement and release.

5. **Ownership of Released Matters.** The Parties hereby represent and warrant that each is the sole and lawful owner of all rights, title, and interest in and to all matters released pursuant to Paragraph 3, above, and that they have not heretofore assigned or transferred, or purported to assign or transfer, any of such released matters, in whole or in part, to any other person or entity.

6. **Confidentiality.** Each of the undersigned, except the Attorney General, agrees that the terms of this Settlement Agreement and Mutual Release shall be kept confidential and shall not be disclosed to any third party at any time, unless otherwise required by process of law. If any third party should inquire of the Parties about the Settlement Agreement and/or the outcome of the Fee Petition, any Party may respond only by referring to publicly filed documents or by stating "the matter was amicably resolved by the Parties and did not proceed to hearing." Notwithstanding the foregoing, Brannan may disclose the terms of this Agreement to his immediate family, all Parties may disclose the terms to their members of the Board of Directors and/or executive or

management committees, attorneys, accountants, insurers, business partners and tax advisors, and employees with a reasonable need to know, and SOH may disclose the terms to Camden National Bank, provided that all such private parties to whom disclosure is permitted under this Paragraph are informed of the confidentiality provisions of this Agreement and agree to be bound thereby. Additionally, this Agreement and its terms shall not be used or disclosed by any Party to this Agreement in any court action, arbitration or other legal proceeding, or any regulatory filing of any kind or nature whatsoever, except to enforce the provisions of this Agreement and/or unless otherwise required by process of law. This paragraph does not apply to the Attorney General

Should the Attorney General receive any Freedom of Access Act ("FOAA") request relating to his claims against Venable or relating to Venable's fees, the Attorney General shall notify the Parties immediately of such request and shall not respond to such request for at least 48 hours after providing such notification; the Attorney General shall ensure that notification is provided more than 48 hours prior to the statutory deadline for response to the FOAA request. This Agreement does not impose upon the Attorney General any obligation to challenge any FOAA request in Court, but the Attorney General will agree that any Party hereto has standing to make such a challenge if it so chooses; the Attorney General shall not be obligated to support any other Party's challenge to a FOAA request.

Should the Attorney General make any press release or public statement, he will use best efforts to provide a copy to Venable 24 hours before issuance. Venable shall be allowed to make any public statement it chooses in response to the Attorney General's press release or public statement.

Any non-disclosure provision in this Agreement does not prohibit or restrict any Party or his or its attorney from initiating communications directly with, or responding to any inquiry from,

or providing testimony before any state or federal regulatory authority, or self-regulatory organization, regarding this settlement or its underlying facts or circumstances.

7. **Compromise.** This Agreement and the mutual limited releases contained herein effect the compromise and settlement of disputed and contested claims and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party.

8. **Dismissal of the Fee Petition**. Within three (3) business days of the Effective Date, and in coordination with the settlements with the Law Firms, the AG, SOH, and Venable will file a joint motion to dismiss with prejudice and without costs the Petition as to Venable, pursuant to Maine Rule of Probate Procedure 41(a)(1). All Parties agree that this Agreement resolves all issues concerning the reasonableness of the charges by Venable through the Effective Date for representation of the Estate and will so advise the Court as may be appropriate to ensure the finality of the resolution effected by this Agreement.

It is a material condition of this Agreement that the consideration given by Venable for this Agreement shall be the only amounts the Venable Parties shall pay on account of or relating in any way to the claims released herein, including all claims made or that could have been made in the Fee Petition or the Probate Proceeding. The Parties further agree that any amount the Venable Parties might be ordered by the Court to reimburse to the Estate, the SOH and/or the AG in connection with any claims made or that could have been made in the Fee Petition or the Probate Proceeding shall be limited to the payments and forbearances under Section 2, above, and SOH shall indemnify the Venable Parties for any amounts in excess of those payments and forbearances that the Venable Parties may be required to pay relating to any claims made or that could have been made in the Fee Petition or the Probate Proceeding. The Parties further agree that to the extent

the Venable Parties or any of them are required to pay for contribution or indemnity on any award against Preti Flaherty, Hogan Lovells, Pierce Atwood and/or James Brannan, in connection with any claims made or that could have been made in the Fee Petition or the Probate Proceeding, the SOH shall indemnify the Venable Parties for any such contribution or indemnity.

9. **No Other Proceedings**. The Parties represent and warrant that aside from the Fee Petition, they have filed no claims and know of no claims filed in court, arbitration, or in any other forum between these Parties pertaining to the subject matter of this Agreement, and in the event that any such claims do exist, the Parties agree to immediately withdraw and dismiss them with prejudice, each Party to bear his or its own attorneys' fees and costs. The Parties further covenant they will not initiate any further proceedings pertaining to the subject matter of this Agreement, including any further proceedings pertaining to the subject matter of the Fee Petition, and will oppose any effort by any other person to initiate or pursue any such further proceedings.

10. **Further Assurances.** The Parties hereto agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.

11. **Governing Law; Choice of Forum.** This Agreement and any other documents referred to herein shall be governed by, construed, and enforced in accordance with the laws of the State of Maine without regard to Maine conflict-of-law principles Each of the Parties agrees 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.

12. **Benefit and Burden.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, administrators, representatives, successors, and assigns.

13. **Amendments; Waivers.** This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

14. **Voluntary Agreement.** The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

15. **Drafting.** The drafting and negotiation of this Agreement have been participated in by each of the Parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by all of the Parties. In the interpretation of this Agreement, no presumption shall be applied against any Party as drafter of the Agreement.

16. **Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart. Delivery of the executed counterpart of this Agreement in .pdf format by electronic mail to counsel for each Party or via telefacsimile shall be equally as effective, valid and binding

as delivery of a manually executed counterpart of this Agreement.

17. **Entire Agreement.** All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an Integrated Agreement.

VENABLE LLP

By: G. Stewart Webb, Jr.

Its: Firm Counsel + Partner

Dated: January 19, 2022

AARON FREY, ATTORNEY GENERAL OF THE STATE OF MAINE

By: _____

Title: _____

Dated:

STAR OF HOPE, INC.

By: _____

Its: _____

Dated:

ESTATE OF ROBERT INDIANA (A/K/A ROBERT EARL CLARK)

By: James Brannan

Its: Personal Representative

Dated:

JAMES BRANNAN, in his individual capacity

Dated:

as delivery of a manually executed counterpart of this Agreement.

17. **Entire Agreement.** All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an Integrated Agreement.

_____

VENABLE LLP

By: _____

Its: _____

Dated:

Linda Conti

AARON FREY, ATTORNEY GENERAL OF THE STATE OF MAINE

By: Linda Conti

Title: Assistant Attorney General

Dated: 1/19/22

_____

STAR OF HOPE, INC.

By: _____

Its: _____

Dated:

_____

ESTATE OF ROBERT INDIANA (A/K/A ROBERT EARL CLARK)

By: James Brannan

Its: Personal Representative

Dated:

_____

JAMES BRANNAN, in his individual capacity

Dated:

as delivery of a manually executed counterpart of this Agreement.

17. **Entire Agreement.** All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an Integrated Agreement.

VENABLE LLP

By: _____

Its: _____

Dated:

STAR OF HOPE, INC.

By: _____

Its: _____

Dated:

AARON FREY, ATTORNEY GENERAL OF THE STATE OF MAINE

By: _____

Title: _____

Dated:

ESTATE OF ROBERT INDIANA (A/K/A ROBERT EARL CLARK)

By: James Brannan

Its: Personal Representative

Dated: 1/20/22

JAMES BRANNAN, in his individual capacity

Dated: 1/20/22

as delivery of a manually executed counterpart of this Agreement.

17. **Entire Agreement.** All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an Integrated Agreement.

VENABLE LLP

By: _____

Its: _____

Dated:

STAR OF HOPE, INC.

By: LAWRENCE STERKS

Its: BOARD CHAIRMAN

Dated: 1-20-2022

AARON FREY, ATTORNEY GENERAL OF THE STATE OF MAINE

By: _____

Title: _____

Dated:

ESTATE OF ROBERT INDIANA (A/K/A ROBERT EARL CLARK)

By: James Brannan

Its: Personal Representative

Dated:

JAMES BRANNAN, in his individual capacity

Dated: