

SETTLEMENT AGREEMENT

WHEREAS, there exists present and pending litigation (the "Litigation") among Sylvester James McCauley, Mary Yvonne Trusel, Asheber Macharia, Deborah Ann Ross, Rosalind Elaine Bridgforth, Rhea Darcelle McCauley, Robert Duane McCauley, Susan Diane McCauley, Shirley McCauley, William McCauley, Cheryl M. McCauley, Shelia G. Keys, and Richard McCauley (collectively, the "Heirs"), on the one hand, and Elaine Steele ("Steele") and the Rosa and Raymond Parks Institute for Self-Development (the "Institute"), on the other hand; and

WHEREAS, the Litigation is presently pending in the form of a will contest and a trust dispute before the Wayne County Probate Court, State of Michigan; and

WHEREAS, at issue in the Litigation is the validity of that certain Will executed in 1998 by Rosa Parks (the "Will"), that certain Trust Agreement executed in 1998 by Rosa Parks (the "Trust") and that certain Assignment of the right of publicity executed in 2000 by Rosa Parks for the benefit of the Institute (the "Assignment"); and

WHEREAS, the Heirs have challenged the Will, the Trust and the Assignment, on various grounds, and Steele and the Institute have denied those allegations and asserted that the Will, Trust and Assignment were valid and enforceable under law; and

WHEREAS, the parties are united in their belief that amicable resolution of the Litigation is in the best interest of the continuing legacy of Rosa Parks;

WHEREAS, the parties, after discussion and conference, having acknowledged the time, expense and uncertainty of litigation, and in an effort to reconcile their differences, have agreed to resolve their differences without any admission of fault, liability or error; and the parties hereto wish to enter into an agreement whereby all issues relating to the Will, beneficiaries thereof, and the Trust are now and forever defined; and in pursuance thereof, the parties do stipulate and agree as follows:

IT IS THEREFORE AGREED, that:

1. All parties agree that the Will, Trust and Assignment are validated and affirmed. All objections to the Will, Trust and Assignment are withdrawn. The parties agree that Elaine Steele and Adam Shakoor are to be reinstated as co-personal representatives and co-Trustees of the Will and/or the Trust as soon as the Court deems practicable.
2. All Marketable Property (as defined below) taken by Guernsey's and in the possession of the Personal Representatives shall remain in the physical possession of the personal representatives until further instruction by the Marketing Committee (as defined below).
3. Right of Publicity.

a. The parties agree that the Institute is the sole owner of the Rosa Parks right of publicity. The Institute shall never sell or transfer any of its final rights or dispose of its interest in the Rosa Parks right of publicity.

b. With respect to income that has already been generated by virtue of the exploitation by CMG of the Rosa Parks right of publicity, including monies currently held by the personal representatives in Escrow and monies imminently forthcoming from CMG shall immediately be paid by the Trustees to the Sommer Barnard PC trust account, to then be apportioned and distributed in the following percentages: .

To All Heirs:	20% of net; and
To Steele and/or the Institute:	80% of net

This payment to All Heirs shall be made by delivery of a check issued in the name of Frederick M. Toca, Sabrina L. Johnson, and Lawrence Pepper, to be deposited in the law firm trust account.

c. In the event that the assets in the Estate of Rosa L. Parks are insufficient to pay all allowed claims and tax obligations, then the Estate shall have a lien on proceeds from income generated by the sale or license of the Marketable Property, as defined below, up to the amount of monies held in Escrow and currently expected to be received that are distributed pursuant to Section 3(a) above.

d. All monies generated through CMG (or its successor) in the future shall be apportioned between All Heirs (as defined below), on the one hand, and the Institute and/or Steele, on the other hand, in the following percentages:

To All Heirs:	20% of net; and
To Steele and/or the Institute:	80% of net

e. All monies generated using the Rosa Parks right of publicity in the future, with the exception of *de minimus* tax deductible donations to the Institute for license and/or consent of the Rosa Parks right of publicity, shall be distributed in the same manner set forth above. In no way shall operating grants or other donations to the Institute be included in the 80/20 split, as that money shall be the exclusive property of the Institute.

4. The Preliminary Injunction against the Institute and CMG shall be immediately dissolved.

5. The parties are committed to the appropriate commercial exploitation of the Rosa Parks intellectual property (the "RP IP") and all tangible personal property of the Rosa Parks Estate, consistent with the legacy of Rosa Parks and her role in history. It is the intent of the parties that they, collectively, will work together to identify certain personal effects and historically significant items for license and/or sale to a licensee/purchaser of those items.

- a. **Marketable Property.** "Marketable Property" shall mean all tangible personal property identified on Exhibit A to this agreement, which will be attached as a supplement to this Agreement within 21 days, following a physical inspection by Mrs. Steele and a representative of the Institute of the property held by the personal representatives. The Heirs shall have a corresponding opportunity to conduct a physical inspection of said property within 21 days. The Heirs claim to possess the coat worn by Rosa Parks on the date of her arrest on the bus (the "Coat"), and the Heirs acknowledge and agree that the Coat shall be included in Marketable Property. The parties agree to work cooperatively toward the purchase of an insurance policy to cover the property in the possession of the personal representatives against casualty or other loss, the premium of which shall be paid by the Estate.
- b. **Retention of Title.** Unless and until a sale of the Marketable Property occurs, the parties agree that title to all Marketable Property shall remain in those that own it. All parties hereto agree to execute such documents reasonably necessary to transfer title of the Marketable Property in the event of a sale thereof.
- c. **Creation of Marketing Committee.** The Heirs, the Institute and Steele shall jointly create a Marketing Committee to market the Marketable Property. The Committee shall be constituted of the following: (1) a representative of the Institute and Steele; (2) a representative of the Heirs; and (3) a person to be identified by the Court.
- d. **Selection of Broker.** The Marketing Committee by majority vote shall select a broker to market the Marketable Property (the "Broker") within 60 days after execution of this agreement.
- e. **Role of Broker.** After all devised property under the terms of the Will and the Trust are transferred, the Marketable Property shall be marketed by the Broker. The parties hereto agree to cooperate in good faith and take such steps as are reasonably necessary for the effective marketing of the Marketable Property. The Broker shall be responsible for assembling, protecting and marketing for license and/or sale the Marketable Property. It will be expected that the Broker will seek out as many license and/or sale opportunities for the Marketable Property as are reasonably available. The Broker shall report to the Marketing Committee any such commercial opportunities generated through that process within 90 days after the Broker is retained. The Broker shall be prohibited from soliciting any commercial opportunities that do not allow for: (1) maintaining the Marketable Property intact and as a single unit; (2) the possibility of a loan of items to the Institute; and (3) consistency with the legacy of Rosa Parks, as determined by the Marketing Committee.
- f. **Ability to Copy.** Regardless of any license or sale, the Institute shall be entitled to obtain copies at its own expense of any written instrument, document, electronic data, video, sound recording and/or photo included in the Marketable Property, and shall be free to use such copies in the Institute's business. The Heirs may obtain copies at their own expense of the photographs and/or other documents that are identified

on Exhibit B to this agreement, which will be attached as a supplement to this Agreement within 21 days, following a physical inspection by the Heirs of the property held by the personal representatives.

g. Distribution of Proceeds. In the event that the Marketable Property is either licensed or sold, the proceeds arising from such license or sale shall be distributed within 30 days after receipt amongst all those that qualify. To qualify for distribution a person must be no less than once removed in consanguinity to Rosa Parks ("All Heirs"). It is expected that All Heirs will establish an entity of some type, formed under the laws of a state of their choice, to receive and accept the distributed funds. The funds shall be distributed by the Marketing Committee or its agent, in the following percentages:

To All Heirs:	20% of net; and
To Steele and/or the Institute:	80% of net.

6. Non-Competition. In no way should this Agreement be construed as a license, either express or implied, of any intellectual property rights to the Heirs.

7. Confidentiality. Aside from a joint statement and press release to be mutually agreed to by and between the parties, the terms of this settlement shall be kept in confidence by the parties and not released or disclosed to any third-party hereto. It is expressly agreed that the Institute may inform its Board of the terms and conditions of this Agreement, and that the Heirs may inform other heirs at law and spouses, provided that all such persons agree to be bound by this confidentiality provision. In the event that any party hereto shall violate the terms of this provision, and in addition to and without waiver of all other remedies that might be available at law or equity, including the person(s) violating this provision, shall forfeit all compensation provided herein.

8. Non-Disparagement. The parties hereto agree on behalf of themselves and their employees to refrain from disparaging or saying anything negative about one another to any public third party, especially any member of the news media, at any time in the future. In the event that any party hereto shall violate the terms of this provision, and in addition to and without waiver of all other remedies that might be available at law or equity, the person(s) violating this provision shall forfeit all compensation provided herein. This agreement does not apply to statements made in connection with the enforcement of this agreement and/or the Rosa Parks right of publicity.

9. Binding on heirs, successors and assigns. This Agreement shall be binding on all heirs, successors and assigns of the parties hereto.

10. The attorneys who currently represent the parties and their respective law firms shall not file any claim with the Estate for payment for services rendered or expenses incurred in connection with the Litigation.

11. The parties, by counsel and by their designated representatives signing below, agree to be bound by this Agreement. Those signing below represent that they have the authority to bind all others they purport to represent.

12. Steele and the Institute hereby release any and all claims they have against the Heirs arising out of the Litigation or the events leading up to the filing of the Litigation.

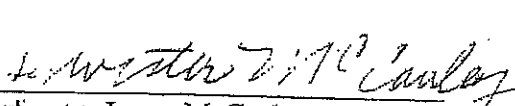
13. The Heirs hereby release any and all claims they have against Steele and the Institute, including the employees, representatives, agents of the Institute, now or in the future, arising out of the Litigation or the events leading up to the filing of the Litigation.

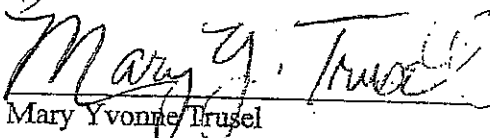
14. Arbitration. The parties agree to tender any dispute under this Agreement for non-binding informal resolution by the Wayne County Probate Court. In the event that no agreed resolution can be reached, then such controversy shall be referred to binding arbitration, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, before a panel of three arbitrators chosen as follows: each side shall designate an arbitrator, and the two party-designated arbitrators shall designate a third arbitrator, who shall be the panel chair. The arbitration shall be expedited and the parties waive any discovery or dispositive motions practice in advance of the arbitration hearing.

15. Court Approval. The parties' agreements memorialized herein are subject to and contingent upon approval by the Probate Court of Wayne County, Michigan.

16. The parties agree to make a joint press announcement regarding the amicable resolution of their disputes.

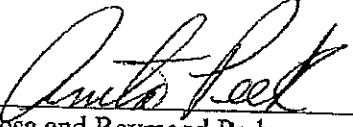
All of which is agreed to and submitted to the Court for approval, this 16th day of February, 2007:

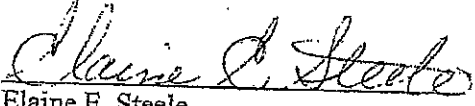

Sylvester James McCauley


Mary Yvonne Trusel


Asheber Macharia


Deborah Ann Ross


The Rosa and Raymond Parks
Institute for Self Development
By: Anita Peek, Executive Director

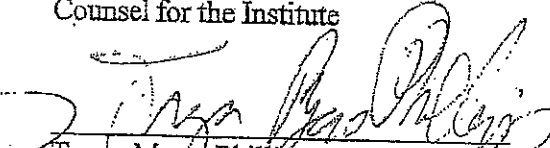

Elaine E. Steele

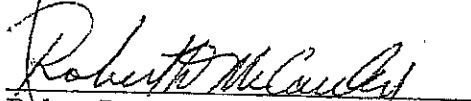
Jonathan G. Polak
Counsel for the Institute


Rosalind Elaine Bridgforth

F. Anthony Paganelli
Counsel for the Institute

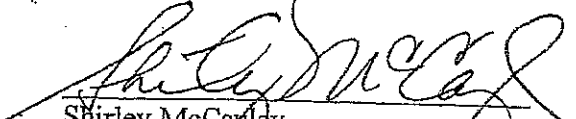

Rhea Darcelle McCauley


Tonya Myers Phillips
Counsel for the Institute

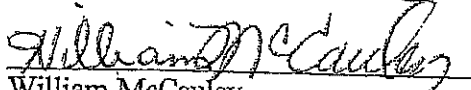

Robert Duane McCauley


Susan Diane McCauley


Jock M. Smith
Counsel for the Institute

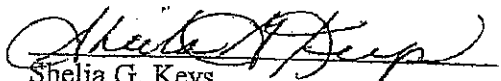

Shirley McCauley

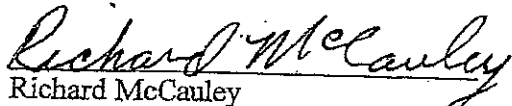
Kenneth Hylton
Counsel for Mrs. Steele

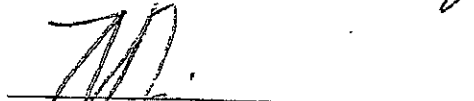

William McCauley


Cornelius Pitts
Counsel for Mrs. Steele


Cheryl M. McCauley


Shelia G. Keys


Richard McCauley


Frederick M. Toca
Counsel for the Heirs


Sabrina L. Johnson
Counsel for the Heirs

Lawrence Pepper

Lawrence Pepper
Counsel for the Heirs