

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on September 20, 2017 by and between: (1) the Class Representatives, for themselves and on behalf of the Settlement Class, (2) Junzo Suzuki, (3) Paul Suzuki, (4) Keiko Suzuki, (5) Suzuki Enterprises, Inc. Profit Sharing Plan (“the SEI PSP”), (6) Catherine Suzuki, trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (7) Catherine Suzuki, trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (8) Catherine Suzuki, trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (9) Suzuki Enterprises, Inc., (10) Puuikena Investments LLLP, (11) Catherine Suzuki, individually and as trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013, (12) Paul Musashi Suzuki, trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013, (13) Catherine Mai Suzuki, and (14) Yugengaisha Sonnette. (collectively “the Parties”).

RECITALS

Unless otherwise stated, the Recitals in this section are based on the contentions of the Class Representatives. By settling the Action, the Settling Defendants do not admit the allegations of the Class Representatives as reflected in these Recitals or in this Action.

A. On July 5, 2013, Plaintiffs filed an action in the United States District Court of Nevada, *Shige Takiguchi, et al. v. MRI International, Inc., et al.*, Case No. 2:13-cv-01183-HDM-NJK (“Action”). The complaint alleges that MRI International, Inc., Edwin Fujinaga, and others violated U.S. securities laws and defrauded Plaintiffs and the Class by orchestrating a Ponzi scheme.

B. The Japanese lawyer group representing victims of MRI International, Inc. in Japan (“Bengodan”) filed a total of six lawsuits in Tokyo District Court (“Bengodan Actions”). The six lawsuits are as follows:

1. On June 10, 2013, the Bengodan filed a lawsuit in Tokyo District Court on behalf of nine plaintiffs (Tomoyasu Kojima, Keiko Amaya, Masakazu Sekihara, Chiri Satou, Mieko Murakami, Masayoshi Tsutsumi, Yumiko Ishiguro, Reiko Suzuki,

and Hiroji Sumita) against MRI International, Inc., Case No. Heisei 25 (Wa) 15015.

2. On April 4, 2014 the Bengodan filed a lawsuit in Tokyo District Court on behalf of two plaintiffs (Youko Miyahra and Tsukiko Kurano) against MRI International, Inc., Case No. Heisei 26 (Wa) 8305.
3. On June 19, 2014, the Bengodan filed a lawsuit in Tokyo District Court on behalf of six plaintiffs (Eiko Uchiyama, Hideyo Uchiyama, Youzou Shiki, Naoki Nagasawa, Noboru, Yokoyama, and Masami Segawa), against Junzo Suzuki, Keiko Suzuki, and Paul Suzuki, Case No. Heisei 26 (Wa) 155516.
4. On April 2, 2015, the Bengodan filed a lawsuit in Tokyo District Court on behalf of nine plaintiffs (Fumiko Takagi, Kumiko Kaita, Fumi Kobayashi, Ikuko Miyazaki, Hina Nagase, Akio Iwama, Kouji Kishida, Eri Kishida, and Naomi Nii) against Junzo Suzuki, Keiko Suzuki, and Paul Suzuki in Tokyo District Court, Case No. Heisei 27 (Wa) 9187.
5. On April 22, 2016, the Bengodan filed a lawsuit in Tokyo District Court on behalf of 24 plaintiffs (Keiichirou Kuriyama, Katsuko Kuriyama, Kazuo Okayasu, Takashi Yamamoto, Mitsuo Kimura, Masanori Asano, Mari Obora, Chiyoiko Obora, Kazuo Shimamura, Yoshinari Nishi, Rumi Nishi, Yumi Nishiguchi, Yousuke Masuda, Kuniko Masuda, Michiko Mukai, Masaru Mukai, Mitsuru Takezoe, Yoriko Keida, Yuuki Makino, Teruo Takamoto, Masanobu Shimura, Atsuko Shimonari, Syouichi Takayama, and Machiko Takayama) against Junzo Suzuki, Keiko Suzuki, and Paul Musashi Suzuki, Case No. Heisei 28 (Wa) 13165.
6. On October 14, 2016, the Bengodan filed a lawsuit in Tokyo District Court on behalf of 18 plaintiffs (Hiroshi Kojima, Hiroko Wakita, Yasuo Wakita, Yusaku Yamanaka, Toshiya Kishibe, Keiko Takahashi, Kozue Yukitoshi, Tomoko Egawa, Minoru Takizawa, Isao Sasaki, Junko Kanazawa, Hiroyuki Takahashi, Shinichi Takada, Katsuro Shioda, Miwako Shioda, Yo Ichinose, Kaoruko

Koizumi, and Shigeru Takiguchi) against Catherine Mai Suzuki and Yugengaisha Sonnette, Case No. Heisei 28 (Wa) 34851).

C. On September 11, 2013, the U.S. Securities and Exchange Commission filed a parallel action against MRI and its principal, Edwin Fujinaga, *Securities and Exchange Commission v. Edwin Yoshihiro Fujinaga, et al.*, Case No. 2:13-cv-1658-JCM-CWH (“SEC Proceedings”). Neither Junzo Suzuki nor Paul Suzuki were charged in the SEC Proceedings. On January 27, 2015, the SEC obtained a judgment against MRI and Fujinaga in the amount of \$564,359,364.08. Additionally, on July 8, 2015, the U.S. Department of Justice indicted Mr. Fujinaga as well as Junzo and Paul Suzuki in separate criminal proceedings, *United States v. Edwin Fujinaga, Junzo Suzuki, and Paul Suzuki*, Case No. 2:15-cr-198-LDG (“Criminal Proceedings”).

D. On March 21, 2016, the Court granted Plaintiffs’ motion for class certification. (Dkt. 404.) The Court also appointed the Law Offices of Robert W. Cohen, and Manning & Kass, Ellrod, Ramirez, Trester, LLP, as Class Counsel. On May 5, 2016, the parties stipulated to modify the Class Certification Order to make the class definition consistent with the operative complaint. (Dkt. 425) On May 6, 2016, the Court granted the amendment and modified the class definition (Dkt. 426) to read as follows:

Class:

The MRI Investor Class consisting of: all persons who were MRI investors and who were injured as a result of the defendants’ alleged illegal Ponzi scheme and actions from July 5, 2008 through July 5, 2013. Excluded from the class are the defendants, their employees, their family members and their affiliates, and the following 26 individuals who are plaintiffs in the pending litigation against the defendants in Japan: (1) Tomoyasu Kojima; (2) Keiko Amaya; (3) Masakazu Sekihara; (4) Chiri Satou; (5) Meiko Murakami; (6) Masayoshi Tsutsumi; (7) Yumiko Ishiguro; (8)

Reiko Suzuki; (9) Hiroji Sumita; (10) Eiko Uchiyama; (11) Hideyo Uchiyama; (12) Youzou Shiki; (13) Naoki Nagasawa; (14) Noboru Yokoyama; (15) Masami Segawa; (16) Fumiko Takagi; (17) Kumiko Kaita; (18) Fumi Kobayashi; (19) Ikuko Miyazaki; (20) Hina Nagase; (21) Akio Iwama; (22) Kouji Kishida; (23) Eri Kishida; (24) Naomi Nii; (25) Youko Miyahara; and (26) Tsukiko Kurano.

E. On June 17, 2016, after the Court granted approval of the Class Notice (Dkt. 404), 8,759 Class Notices were mailed to the Class Members. Of these 8,759 notices, 662 were returned as undeliverable. An address search was performed for the returned notices, and 290 new addresses were identified. Accordingly, 290 notices were re-mailed to those new addresses. There are a total of 372 Class Members for whom no new address can be found. There were 34 exclusion requests.

F. On August 24, 2016, Plaintiffs sought leave to amend the Complaint to add nine new defendants affiliated with Junzo and Paul Suzuki: (1) Keiko Suzuki, (2) the SEI PSP, (3) First Hawaiian Bank, in its capacity as trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (4) First Hawaiian Bank, in its capacity as trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (5) First Hawaiian Bank, in its capacity as trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (6) Suzuki Enterprises, Inc., (7) Puuikena Investments LLLP, (8) Catherine Suzuki, in her capacity as trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013 and (9) Paul Musashi Suzuki, in his capacity as trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013 (Dkt. 461). On September 28, 2016, the Court granted the motion and Plaintiffs filed their Fifth Amended Complaint (Dkt. 480-481).

G. Plaintiffs allege that Junzo Suzuki, Paul Suzuki, and Keiko Suzuki collectively operated MRI's Tokyo branch, were responsible for the representations that MRI made in its marketing materials, and orchestrated MRI's efforts to solicit investors in Japan in order to perpetuate a Ponzi scheme. Plaintiffs further allege that Junzo and Keiko Suzuki, their affiliated

entities and family trusts, and the SEI PSP received millions of dollars in commissions as a result of their work for MRI.

H. Junzo Suzuki, Paul Suzuki, and Keiko Suzuki deny that MRI, Fujinaga, and the Suzukis were involved in any wrong-doing and that the Class has been harmed; they maintain that MRI was a legitimately operating business, and deny that MRI was a Ponzi scheme. The SEI PSP contends that it is a profit sharing plan covered and governed by the provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and as a tax-qualified plan under the provisions of Sections 401(a) et. seq. of the Internal Revenue Code of 1986, as amended (“IRC”). The SEI PSP contends that one of the most important provisions and protections to retirement security for workers is codified in ERISA Sections 404(a) and 403(c) and IRC Sections 401(a)(2) and 401(a)(13), more particularly known respectively as the “Exclusive Benefit or Purpose Rule” and the “Anti-assignment and Anti-alienation Rule.” These Rules, according to the SEI PSP, place absolute duties and obligations on those who are fiduciaries to an ERISA covered and tax qualified plan to protect the plan assets for the exclusive benefit of the employees and their beneficiaries. Settling Defendants acknowledge that some of their assets were, in part, paid as commissions from MRI, and Defendants believe it is fair to return a part of the commissions to compensate the Class for their alleged loss.

I. The Parties have engaged in extensive discovery over the course of three-and-a-half years, related to both class certification and the merits involving Junzo Suzuki, Paul Suzuki, and their affiliated companies. From July 5, 2013 to the present, Plaintiffs served multiple sets of discovery on the Defendants in the Action and served over 20 third-party subpoenas, resulting in the production of nearly one million pages of documents. In addition to the written discovery, numerous depositions took place. Defendants deposed eight of the nine representative Plaintiffs. Plaintiffs also took nine depositions, including the depositions of Junzo Suzuki and Paul Suzuki at the U.S. Embassy in Tokyo, as well as their long-time family attorney Damon Key Leong Kupchak Hastert in Hawaii.

J. The Parties have also engaged in extensive motion practice, advancing and contesting major factual and legal contentions raised in the Action. Plaintiffs believe that they are fully informed of sufficient facts to permit them to evaluate the claims and potential defenses.

K. On February 27, 2017, the Court denied Plaintiffs' motions for summary judgment against Paul and Junzo Suzuki. As to Paul Suzuki, the Court concluded "that genuine issues of material fact exist as to several of the elements of this claim, including but not limited to the connection between statements attributable to Paul Suzuki and the plaintiffs' purchase of MRI securities, and Paul Suzuki's state of mind." As to Junzo Suzuki, the Court concluded that "there are questions of fact as to the extent and timing of the alleged Ponzi scheme in this case, which pertains to whether and when MRI was unable to repay its debts to plaintiffs at the time of each transfer to Junzo Suzuki" and that "[w]hether and to what extent Junzo Suzuki is liable for unjust enrichment should be decided after all the facts are disclosed at trial."

L. Because the Action raises complex and disputed legal and factual issues that would be costly to resolve at trial, the Parties have engaged in arms-length settlement negotiations to resolve the Settlement Class' claims. The Parties participated in a full-day mediation session before Judge Stephen E. Haberfeld of JAMS, Inc. on March 20, 2017, and then participated in a second half-day mediation session on March 31, 2017. Thereafter, the Parties continued settlement discussions on virtually a daily basis, exchanging proposals and counter proposals since March 31, 2017. The Parties also jointly retained an expert to conduct a valuation of various life insurance policies owned by Junzo Suzuki and Keiko Suzuki and their respective trusts.

M. Both Class Counsel and the Class Representatives, on behalf of themselves and the Settlement Class, agree that the settlement is fair, reasonable, adequate, and in the best interests of the Class after considering: (a) the substantial benefits that Plaintiffs will receive from settlement of the Action; (b) the attendant risks of continued litigation; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Agreement. The Settling Defendants also agree that the settlement is fair, reasonable, adequate,

and in the best interests of the Settling Defendants based on the contested legal issues involved, and the risks, uncertainty and cost of further litigation.

N. The Parties believe that, regardless of whether or not an MRI investor received legal representation in this matter, each class member should be entitled to a fair and equal distribution of the settlement proceeds.

NOW, THEREFORE, in consideration of the following terms, covenants, and conditions, and in reliance on the various representations and warranties set forth below, the Parties now desire to resolve all claims between them arising out of or related to the respective claims in the Action and the Bengodan Actions, and they therefore agree as follows:

1. DEFINITIONS

1.1 “Action” means the class action in the United States District Court of Nevada, *Shige Takiguchi, et al. v. MRI International, Inc., et al.*, Case No. 2:13-cv-01183-HDM-VCF (“Action”).

1.2 “Attorney’s Fees” means the amount of attorneys’ fees the Court awards to Class Counsel from the Settlement Fund for investigating the facts and law in the Action, litigating the Action, negotiating the proposed settlement with the Settling Defendants, advancing the costs of the Action, and undertaking the risks and uncertainty in litigation.

1.3 “Bengodan” means the Japanese lawyer group representing victims of MRI International, Inc. in Japan.

1.4 “Bengodan Actions” means the actions filed in Japan by the Bengodan against MRI International, Inc. (Case No. Heisei 25 (Wa) 15015, 26 (Wa) 8305), Junzo Suzuki, Keiko Suzuki, and Paul Musashi Suzuki (Case Nos. Heisei 26 (Wa) 155516, Heisei 27 (Wa) 9187, Heisei 28 (Wa) 13165), and Catherine Mai Suzuki and Yugengaisha Sonnette (Case No. Heisei 28 (Wa) 34851) in Tokyo District Court on behalf of 68 plaintiffs as identified below.

1.5 “Bengodan Clients” means the 4,935 individuals who have retained the Bengodan as its lawyer in Japan. Of the 4,935 individuals, 4,885 individuals are also Class Members of the Action. Bengodan Plaintiffs numbers 1 through 50, identified below, have opted-out of the

Action and are not members of the Class, but Bengodan Plaintiffs numbers 51 through 68 have not opted-out of the Action and remain Class Members.

1.6 “Bengodan Plaintiffs” means the following 68 plaintiffs in the Bengodan Actions: (1) Tomoyasu Kojima; (2) Keiko Amaya; (3) Masakazu Sekihara; (4) Chiri Satou; (5) Meiko Murakami; (6) Masayoshi Tsutsumi; (7) Yumiko Ishiguro; (8) Reiko Suzuki; (9) Hiroji Sumita; (10) Eiko Uchiyama; (11) Hideyo Uchiyama; (12) Youzou Shiki; (13) Naoki Nagasawa; (14) Noboru Yokoyama; (15) Masami Segawa; (16) Fumiko Takagi; (17) Kumiko Kaita; (18) Fumi Kobayashi; (19) Ikuko Miyazaki; (20) Hina Nagase; (21) Akio Iwama; (22) Kouji Kishida; (23) Eri Kishida; (24) Nomai Nii; (25) Youko Miyahara; (26) Tsukiko Kurano, (27) Keiichirou Kuriyama; (28) Katsuko Kuriyama; (29) Kazuo Okayasu; (30) Takashi Yamamoto; (31) Mitsuo Kimura; (32) Masanori Asano; (33) Mari Obora; (34) Chiyoko Obora; (35) Kazuo Shimamura; (36) Yoshinari Nishi; (37) Rumi Nishi; (38) Yumi Nishiguchi; (39) Yousuke Masuda; (40) Kuniko Masuda; (41) Michiko Mukai; (42) Masaru Mukai; (43) Mitsuro Takezoe; (44) Yoriko Keida; (45) Yuuki Makino; (46) Teruo Takamoto; (47) I BRAND HD Co., Ltd. (48) Atsuko Shimonari; (49) Syouichi Takayama; (50) Machiko Takayama, (51) Hiroshi Kojima; (52) Hiroko Wakita; (53) Yasuo Wakita; (54) Yusaku Yamanaka; (55) Toshiya Kishibe; (56) Keiko Takahashi; (57) Kozue Yukitoshi; (58) Tomoko Egawa; (59) Minoru Takizawa; (60) Isao Sasaki; (61) Junko Kanazawa; (62) Hiroyuki Takahashi; (63) Shinichi Takada; (64) Katsuro

Shioda; (65) Miwako Shioda; (66) Yo Ichinose; (67) Kaoruko Koizumi; and (68) Shigeru Takiguchi.

1.7 “Claim” means a request from a member of the Settlement Class, through submission of an electronic or paper Final Claim Form, for a Settlement Payment.

1.8 “Claimant” means any member of the Settlement Class who submits a Final Claim Form in such form and manner, and within such time, as the Court shall prescribe.

1.9 “Claims Administrator” means Heffler Claims Group or such other settlement administrator mutually agreeable to the Parties and approved by the Court.

1.10 “Class Counsel” means the Law Offices of Robert W. Cohen, Inc. and Manning & Kass, Ellrod, Ramirez, Trester, LLP.

1.11 “Class Period” means July 5, 2008 through July 5, 2013.

1.12 “Cover Letter” means the letter substantially in the form of Exhibit 1 and approved by the Court.

1.13 “Effective Date” means the latest of the following: (1) the date of final affirmance of the Final Approval Order following any and all appeals of such Order; (2) the date of final dismissal with prejudice of any and all appeals from the Final Approval Order; or (3) if no appeal is filed, the expiration date of the time for filing or noticing any valid appeal from the Final Approval Order. No payments to Class Counsel or Claimants as described hereunder shall be made unless and until the Effective Date is reached. Nor shall any of the releases described hereunder be deemed effective unless and until the Effective Date is reached.

1.14 “Estimated Settlement Fund” means the total cash value of the consideration, estimated to total \$13,100,000.

1.15 “Final Approval Order” means the Court’s judgment and order(s) granting final approval of the settlement and awarding Attorneys’ Fees and Costs.

1.16 “Final Claim Form” means a form that will be approved by the Court and distributed to Claimants upon final resolution of the case, in order to receive a distribution from the Net Settlement Fund. Each Claimant must submit the “Final Claim Form” with information

regarding their claimed losses and attaching supporting documentation for the Claimant's Claim.

1.17 "Litigation Expenses" means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and resolving the Action for which Class Counsel intends to apply to the Court for reimbursement and, if approved by the Court, which are to be paid from the Settlement Fund, and not by any of the Released Parties.

1.18 "Mailed Notice" means the notice substantially in the form of Exhibit 2 and approved by the Court.

1.19 "Net Settlement Fund" means the Settlement Fund less: (a) any Court approved Attorneys' Fees and Litigation Expenses; (b) Notice and Administration Expenses; (c) any required Taxes; and (d) any other fees or expenses that are allowed under this Agreement and approved by the Court incurred in connection with the administration of the settlement.

1.20 "Non-Settling Defendants" means all defendants named in the Action other than (1) Junzo Suzuki, (2) Paul Suzuki, (3) Keiko Suzuki, (4) the SEI PSP, (5) Catherine Suzuki, trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (6) Catherine Suzuki, trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (7) Catherine Suzuki, trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (8) Suzuki Enterprises, Inc., (9) Puuikena Investments LLLP, (10) Catherine Mai Suzuki, trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013, (11) Paul Musashi Suzuki, trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013, (12) Catherine Mai Suzuki, and (13) Yugengaisha Sonnette.

1.21 "Notice Administrator" means the Bengodan.

1.22 "Notice and Administration Expenses" means all costs and expenses incurred by the Notice Administrator in connection with the preparation, printing, and mailing of the Notice, publishing the Notice; and the fees and costs of the Claims Administrator. The Notice

Administrator shall not collect any fees in connection with its responsibilities under this Agreement.

1.23 “Person” means any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity.

1.24 “Preliminary Approval Order” means the Court’s order granting preliminary approval of this Agreement and directing notice thereof to the Settlement Class.

1.25 “Released Claims” shall include all claims arising out of, due to, resulting from, or relating in any way, directly or indirectly, to the Action or the allegations set forth in the Fifth Amended Complaint on file in the Action, including any and all actions, claims, costs, expenses, taxes, rents, fees, profit, shares, liens, remedies, debts, demands, liabilities, obligations, penalties, or promises of any kind or nature whatsoever, in both law or in equity, past or present, whether known or unknown, including claims for future injuries, damages or losses not currently known, but which may later develop, provided they arise out of, are due to, result from, or relate in any way to, directly or indirectly, in whole or in part, the allegations in the Action or the Fifth Amended Complaint, whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted before the Court or Japanese court, and regardless of whether pursuant to statutory law, codal law, adjudication, quasi-adjudication, regulation, or ordinance, including common law, maritime or admiralty, statutory and nonstatutory attorneys’ fees, breach of contract, breach of any covenant of good faith and/or fair dealing, fraud, misrepresentation, fraudulent concealment, deception, consumer fraud, antitrust, defamation, tortious interference with contract or business expectations, loss of business expectations or opportunities, loss of employment or earning capacity, diminution of property value, violation of the federal Racketeer Influenced and Corrupt Organizations Act or any similar state law, violation of the federal Employee Retirement Income Security Act or any similar state law, violations of any consumer protection act, punitive damages, exemplary damages, multiple damages, non-compensatory damages, compensatory damages, pain and suffering, interest,

injunctive relief, declaratory judgment, costs, deceptive practices, unfair business practices, regulation, strict liability, negligence, gross negligence, willful misconduct, nuisance, trespass, fraudulent concealment, statutory violations, statutory claims, unfair business practices, breach of fiduciary duty, and all other theories, whether existing now or arising in the future, arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the allegations in the Action or the Fifth Amended Complaint.

1.26 “Released Parties” means (1) Junzo Suzuki, (2) Paul Suzuki, (3) Keiko Suzuki, (4) the SEI PSP, (5) Catherine Suzuki, trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (6) Catherine Suzuki, trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (7) Catherine Suzuki, trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (8) Suzuki Enterprises, Inc., (9) Puuikena Investments LLLP, (10) Catherine Suzuki, individually and as trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013, (11) Paul Musashi Suzuki, trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013, (12) Catherine Mai Suzuki, (13) Yugengaisha Sonnette, and (14) the respective predecessors (including but not limited to one or more plans known as the Suzuki Enterprises Inc. Defined Pension Benefit Plan), affiliates, shareholders, members, officers, agents, servants, employees, and attorneys for each of the parties identified in items 1-13 of this paragraph.

1.27 “Releasing Parties” means the Settlement Class and its members, and each member’s or plaintiff’s respective successors in interest, predecessors, representatives, trustees, counsel, executors, affiliates, subsidiaries, immediate family, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, in their capacities as such, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain claims on behalf of any Bengodan Plaintiff or member of the Settlement Class. A Person is a “Releasing Party” regardless of whether or not that Person: (a) actually submits an Initial Claim Form or Final Claim Form; (b) seeks or obtains a distribution from the Net Settlement Fund; (c) is entitled to receive such a distribution or payment under the plan of allocation; and/or (d) has

objected to the Settlement, and the plan of allocation, or the application for an award of attorneys' fees and reimbursement of Litigation Expenses to Class Counsel.

1.28 "Settlement Class" means all persons who were MRI investors and who were injured as a result of the defendants' alleged Ponzi scheme and actions from July 5, 2008 through July 5, 2013. Excluded from the class are the defendants, their employees, their family members and their affiliates, and the Bengodan Plaintiffs 1 through 50. Additionally, the following individuals excluded themselves from the class at the time of certification and shall therefore be excluded from the Settlement Class: (1) Makiko Kato; (2) Kazuya Fujimura; (3) Kabushikikaisha EKC; (4) Reiko Endo; (5) Tou Keirei; (6) Kikuko Yasui; (7) Kazuto Noguchi; (8) Naoko Suo; (9) Naomi Ukei; and (10) Toshio Hayashi.

1.29 "Settlement Class Representatives" means Shigeru Takiguchi, Fumi Nonaka, Mitsuaki Takita, Tatsuro Sakai, Shizuko Ishimori, Yuko Nakamura, Masaaki Moriya, Hastune Hatano, and Hidenao Takama.

1.30 "Settling Defendants" means (1) Junzo Suzuki, (2) Paul Suzuki, (3) Keiko Suzuki, (4) the SEI PSP, (5) Catherine Suzuki, as trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (6) Catherine Suzuki, as trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (7) Catherine Suzuki, as trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (8) Suzuki Enterprises, Inc., (9) Puuikena Investments LLLP, (10) Catherine Suzuki, as trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013 and (11) Paul Musashi Suzuki, as trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013.

1.31 "Settlement Fund" means the actual total monetary contributions collectively made by Settling Defendants for consideration of entering into this Agreement.

1.32 "Short Form Notice" means the notice substantially in the form of Exhibit 3 and approved by the Court.

1.33 "Uncertified Settling Defendants" means (1) Keiko Suzuki, (2) SEI PSP, (3) Catherine Suzuki, as trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, (4)

Catherine Suzuki, as trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, (5) Catherine Suzuki, as trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008, (6) Suzuki Enterprises, Inc., (7) Puuikena Investments LLLP, (8) Catherine Suzuki, as trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013 and (9) Paul Musashi Suzuki, as trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013.

1.34 “Unknown Claims” means (a) any and all claims that any member of the Settlement Class does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the settlement including, but not limited to, the decision to enter into this Agreement and/or the decisions not to object to or opt out of the settlement. With respect to any and all settled claims, including unknown claims, the Parties agree that upon the Effective Date, the Parties shall expressly waive, and each of the members of the Settlement Class shall be deemed to have waived and by operation of the Order and Final Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law, rule or regulation of any state or territory of the United States or of any other nation or other governmental unit or entity, or principle of common law, that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

2. CONSIDERATION FOR SETTLEMENT

2.1 In consideration for entering into this Agreement, the Settling Defendants shall collectively contribute approximately Thirteen Million One Hundred Thousand (\$13,100,000) (“Estimated Settlement Fund”) comprised of various assets identified herein.

2.2 Within fifteen (15) days after the Effective Date, the Settling Defendants shall respectively deposit or cause the deposit or wire transfer to the Claims Administrator the cash held in each of the identified accounts as set forth below. The Parties believe the sum of the accounts totals Three Million Seven Hundred Eighty Seven Thousand Three Hundred Seventy-Five & 87/100 (\$3,787,375.87) (“Estimated Cash Settlement”). The Parties acknowledge that the balances in each of the identified accounts set forth below may not match the actual amount in the accounts at the time of transfer. If the net proceeds within any individual account falls short of the amounts estimated below by less than \$5,000, Plaintiffs shall have no recourse against the Settling Defendants for the shortfall. However, if the net proceeds within any individual account falls short of the amounts estimated below by more than \$5,000, then Plaintiffs shall be entitled to reimbursement of the entire shortfall from the Settling Defendants’ proceeds from the sale of U.S. properties, as set forth in Paragraph 2.3. If the net proceeds within any individual account exceeds the amounts estimated, the particular Settling Defendants’ monetary considerations and obligations are as set forth in this Agreement.

2.2.1: Bank of America Account No. xxxx-xxxx-3467, held in the name of Junzo Suzuki and Keiko Suzuki, with an estimated account balance of \$6,354.63.

2.2.2: First Hawaiian Bank Account No. xxx5800 (or such other accounts to which these funds may subsequently be transferred), held in the name of

Junzo Suzuki Irrevocable Trust UAD 07/12/2013, with an estimated account balance of \$433,054.91.

- 2.2.3: First Hawaiian Bank Account No. xxx5900 (or such other accounts to which these funds may subsequently be transferred), held in the name of Keiko Suzuki Irrevocable Trust UAD 07/12/2013, with an estimated account balance of \$433,054.91.
- 2.2.4: First Hawaiian Bank Account No. xxx8900(or such other accounts to which these funds may subsequently be transferred), held in the name of Junzo and Keiko Suzuki Irrevocable Life Insurance Trust U/A DTD 5/1/2008 with an estimated account balance of \$1,786,508.00.
- 2.2.5: First Hawaiian Bank Account No. xx-xx3072 held in the name of Junzo Suzuki and Keiko Suzuki, with an estimated account balance of \$53,800.00.
- 2.2.6: Merrill Lynch Account No. xxx-x2142 held in the name of Junzo Suzuki TTE U/A DTD 08/19/2003, with an estimated account balance of \$2,401.00.
- 2.2.7: First Hawaiian Bank Account No. xx-xx3746 held in the name of Suzuki Enterprises, Inc., with an estimated account balance of \$141,988.99.
- 2.2.8: All funds held in trust by Damon Key Leong Kupchak Hastert in its Client Trust Account for the benefit of Suzuki Enterprises, Inc., Catherine Suzuki, Puuikena Investments LLLP, Paul Suzuki, Keiko Suzuki, and/or Junzo Suzuki, with an estimated total of \$884,836.43.
- 2.2.9: All funds held in trust by McDonald Carrano LLP in its Client Trust Account for the benefit of Suzuki Enterprises, Inc., Catherine Suzuki, Puuikena Investments LLLP, Paul Suzuki, Keiko Suzuki, and/or Junzo Suzuki, with an estimated total of \$43,206.00.

2.2.10: Merrill Lynch Account No. xxx-1J27 held in the name of Keiko Suzuki TTE U/A DTD 08/19/2003, with an estimated account balance of \$2,171.00.

2.3 The Settling Defendants shall cause the following nine real properties in the United States to be sold and the proceeds to be divided pursuant to the terms set forth below. The total estimated value of the proceeds from the real property sale to be contributed by Settling Defendants to the Settlement Fund is approximately \$3,700,000, net of anticipated fees and expenses. In the event the net proceeds of the real property sales outlined in 2.3.1 through 2.3.13 below fall of the estimate, no Party shall have any recourse against any other Party for the shortfall.

2.3.1 All decisions regarding the sale of the real properties shall be made jointly by Plaintiffs and Settling Defendants. In the event the parties are unable to come to an agreement involving any aspect of the sale of real property, the parties agree to submit the matter to Judge Stephen E. Haberfeld, whose decision will be binding on the Parties. Any fees incurred for the submission of a dispute before Judge Haberfeld shall be borne equally by the parties. The parties agree to cooperate to the fullest extent possible to effectuate the sale of the real properties under this Agreement.

2.3.2 Upon full execution of this Agreement, the parties shall promptly submit a joint stipulation to the Court to request an order from the Court authorizing the sale of the real properties listed below and to retain one or more real estate brokers for the purpose of liquidating the real property assets of Settling Defendants (“Order Authorizing Sale”). The parties agree to defer to the advice of the retained real estate broker for purposes of determining a listing price.

2.3.3 The Parties shall jointly agree to accept an offer, and defer to Judge Haberfeld in the event the Parties are unable to agree. Upon acceptance of an offer, the Parties

shall submit a joint stipulation to the court for approval of each property sale (“Final Order Approving Sale”). Escrow shall not close until the Order Approving Sale is issued by the Court.

- 2.3.4 Upon issuance of the Final Order Approving Sale and the successful close of escrow, all proceeds shall be paid in accordance to the instructions set forth for each property to be sold. All proceeds of the sale of real property shall remain frozen pursuant to the preliminary injunction until the Effective Date.
- 2.3.5 All costs associated with the sale of the real property, including payment of commissions to real estate brokers, unpaid fees or dues related to the maintenance of the real properties, unpaid property taxes, escrow fees and closing costs shall be paid out of the proceeds of the real property sale.
- 2.3.6 145 E. Harmon: Promptly after the Court enters the Order Authorizing Sale, Junzo Suzuki and Keiko Suzuki Trust dated August 19, 2003 shall enter into a representation agreement with the designated real estate broker to sell the properties located at 145 E. Harmon Avenue, Unit 2702 and 2703, Las Vegas, Nevada 89520 (Assessor’s Parcel Numbers 162-21-315-387 and 162-21-315-389) (“Harmon Properties”). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of the Harmon Properties fall short of the amount

estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.7 398 Puuikena: Promptly after the Court enters the Order Authorizing Sale, Puuikena Investments shall enter into a representation agreement with the designated real estate broker to sell the property located at 398 Puuikena Drive, Honolulu, Hawaii 96821 (Assessor's Parcel Number 370170030000) ("398 Puuikena"). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of 398 Puuikena fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.8 445 Seaside: Promptly after the Court enters the Order Authorizing Sale, Puuikena Investments shall enter into a representation agreement with the designated real estate broker to sell the property located at 445 Seaside Avenue, Apartment 3014, Honolulu, Hawaii 96815 (Assessor's Parcel Number 260210260458) ("445 Seaside"). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not

approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of 445 Seaside fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.9 1888 Kalakaua: Promptly after the Court enters the Order Authorizing Sale, Suzuki Enterprises, Inc. shall enter into a representation agreement with the designated real estate broker to sell the property located at 1888 Kalakaua Avenue, Unit C102 and C103, Honolulu, Hawaii 96815 (Assessor's Parcel Number 260140390198 and 260140390199) ("1888 Kalakaua"). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of 1888 Kalakaua fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.10 1550 Hoaina: Promptly after the Court enters the Order Authorizing Sale, Paul Suzuki and Catherine Suzuki shall enter into a representation agreement with the designated real estate broker to sell the property located at 1550 Hoaina, Honolulu, Hawaii 96815 (Assessor's Parcel Number 350660480000) ("1550 Hoaina"). Following the Final Order Authorizing Sale and the successful close

of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of 1550 Hoaina fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.11 Kona Timeshare: Promptly after the Court enters the Order Authorizing Sale, Settling Defendants shall enter into a representation agreement with the designated real estate broker to sell the Kona Coast II Timeshare, located at 78-6842 Alii Drive, Kailua-Kona, Hawaii (“Kona Timeshare”). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of the Kona Timeshare fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.12 Hilton Timeshare: Promptly after the Court enters the Order Authorizing Sale, Settling Defendants shall enter into a representation agreement with the

designated real estate broker to sell the Hilton Grand Vacations Timeshare at Hilton Hawaiian Village, located at 2003 Kalia Road, Honolulu, Hawaii 96815, Contract No. 55-2084 (“Hilton Timeshare”). Following the Final Order Authorizing Sale and the successful close of escrow, Sixty-Two Percent (62%) of the net proceeds from the sale shall be deposited with the Claims Administrator. The remaining Thirty-Eight Percent (38%) of the net proceeds shall be deposited into an account designated by Junzo, Keiko or Paul Suzuki. The entire proceeds shall remain frozen until the Effective Date. In the event that this Agreement is terminated, not approved by the Court, or otherwise fails to take effect, then proceeds held by the Claims Administrator shall be transferred to an account designated by Junzo, Keiko or Paul Suzuki, but remain frozen subject to the preliminary injunction. If the net proceeds of the sale of the Hilton Timeshare fall short of the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall.

2.3.13 Any forfeited buyers’ deposits or other sums subject to retention by the sellers in the real estate sales transactions contemplated herein shall be treated and divided as sales proceeds, and divided 62% to Plaintiffs and 38% to Settling Defendants.

2.4 Within 15 days of the Effective Date, the SEI PSP shall cause the entire remaining balance of its LPL Financial account, approximately \$5,060,000 (“Fund Balance”), to be transferred to the client trust account of Marshall Suzuki Law Group, care of Junzo Suzuki, Keiko Suzuki, Paul Suzuki, and Catherine Suzuki, who are the remaining plan participants (“Remaining Plan Participants”). If necessary, the Remaining Plan Participants will provide the SEI PSP or its plan administrator with a written election, electing that the Fund Balance be transferred to the Marshall Suzuki Law Group for their benefit.

Within three (3) business days from the receipt of the Fund Balance, Marshall Suzuki Law Group will pay to the Claims Administrator Five Million Dollars (\$5,000,000), plus sixty-two percent (62%) of any funds over \$5,000,000 after the payment of outstanding attorneys’ fees,

litigation costs and other expenses incurred by the SEI PSP (“SEI PSP Settlement”). The parties anticipate that the SEI PSP Settlement will be approximately \$5,035,000. Any remaining amount of the Fund Balance shall be retained by the Remaining Plan Participants and will be distributed to them in accordance with Section 14.1.

2.5 Within ten (10) days of the full execution of this Agreement, Junzo Suzuki, Keiko Suzuki, Paul Suzuki, the Suzuki Enterprises, Inc. Profit Sharing Plan, Suzuki Enterprises, Inc., Puuikena Investments, LLLP, the Catherine Suzuki Irrevocable Trust dated May 10, 2013, and the Paul Suzuki Irrevocable Trust dated May 10, 2013, shall each provide a declaration subscribed under oath attesting to the accuracy of the disclosures and warranting that none of them own any assets or hold any interest in any assets or properties that have not been disclosed to Plaintiffs. In the event that any Settling Defendant is subsequently discovered to have failed to disclose an asset with a fair market value over Ten Thousand Dollars (\$10,000), each such Settling Defendant shall forfeit and transfer each such undisclosed asset to Plaintiffs. As to Keiko Suzuki, who has not been served, providing this declaration shall not deem her served or constitute an appearance in this action. The Parties agree to stipulate for the Court to retain jurisdiction for purposes of enforcement.

2.6 Within fifteen (15) days after the full execution of this Agreement, Junzo Suzuki, Keiko Suzuki and Catherine Suzuki will execute and deliver to Plaintiffs an instrument assigning and transferring to Yuko Nakamura, all of their rights and benefits, if any, with regards to the deposit paid in connection with the Suzukis’ attempts to purchase condominium number 1402 at the ONE Ala Moana in Honolulu, Hawaii. If the net proceeds of the deposit fall short of or exceed the amount estimated by the Parties, no Party shall have any recourse

against any other Party for the shortfall. All such proceeds, shall remain frozen until the Effective Date and shall remain subject to the asset freeze, absent separate court order.

2.7 Within fifteen (15) days from the Effective Date, the Settling Defendants will execute and deliver to Plaintiffs an instrument assigning and transferring to Plaintiffs all of their rights and benefits, if any, with regards to the following life insurance policies:

- i. Pacific Guardian Life Insurance Policy, No. xxx5184;
- ii. New York Life Insurance Policy, No. xxxx8188; and
- iii. New York Life Insurance Policy, No. xxxx4436.

If the net proceeds of the insurance policies fall short of or exceed the amount estimated by the Parties, no Party shall have any recourse against any other Party for the shortfall or excess. All such proceeds, shall remain frozen until the Effective Date and shall remain subject to the asset freeze, absent separate court order.

2.8 Within fifteen (15) days from full execution of this Agreement, Keiko Suzuki and Catherine Suzuki shall provide to Class Counsel, a detailed accounting of the use of the \$1,750,000.00 that was returned to them by Damon Key Leong Kupchak Hastert in October 2014.

2.9 All unpaid attorneys' fees and all future attorneys' fees incurred by the Settling Defendants, except the SEI PSP, as of the date of this Agreement shall be paid out of any assets remaining in the Settling Defendants' possession, and not from any of the funds that are to be paid over to Plaintiffs pursuant to this Agreement.

2.10 The Parties acknowledge that this Settlement is part of a global settlement of all litigation against the Settling Defendants arising out of their involvement in MRI, i.e., both this Action and the four Bengodan Actions in which they are named as defendants.¹ As such, this Settlement is contingent upon resolution of the four Bengodan Actions and this Agreement shall

¹ Catherine Mai Suzuki and Yugengaisha Sonette are not parties to the Action. They are included as Parties to this Settlement Agreement because they are defendants in one of the Bengodan Actions, which is part of the global settlement referenced here.

not be deemed executed unless and until a resolution is reached in the Bengodan Actions. Therefore, separate from this Agreement, and as additional consideration for entering into this Agreement, the Bengodan Plaintiffs shall enter into a separate resolution regarding the Bengodan Actions (“Japanese Resolution”). The Settling Defendants shall provide assets in Japan, as set forth below in paragraphs 2.10.1-2.10.4, as consideration for the Japanese Resolution (“Japanese Assets”). The Japanese Assets are intended to compensate the 50 Bengodan Plaintiffs who have opted-out of this Action and pay for attorneys’ fees. The required steps to transfer title to the Japanese Assets, if necessary, shall be performed by the Bengodan and/or the Bengodan Plaintiffs. The Settling Defendants agree to provide the necessary documents for the transfers. 62% of the any costs for completing the transfers shall be borne by the Bengodan Plaintiffs, while the remaining 38% shall be borne by the Settling Defendants. Such costs may include the judicial scrivener fee and the stamp duty for registry, but not any attorneys’ fees. Plaintiffs represent that the Bengodan shall not share in any Court ordered attorneys’ fees awarded to Class Counsel in this Action, there is no fee-splitting arrangement between the Bengodan and Class Counsel, and Class Counsel shall not receive any fees or benefit from the settlement of the Bengodan Actions. The Parties intend for the Japanese Assets to be distributed to all Bengodan Clients pro-rata, based on the amount of each Bengodan Client’s out-of-pocket losses from their MRI investments. This distribution will be made independently from the distribution to be made in this Action to members of the Settlement Class. The distribution in this Action is described in greater detail in Section 5 below. The Parties estimate that the Japanese Assets hold a value of approximately \$2.4 million. In the event the value of the Japanese Assets falls below this estimate, no Party shall have any recourse against any other Party for any reduction in value. Solely to inform the Court and Class Members, the Japanese Assets will be distributed as follows:

2.10.1 902 Fukuoka: Pursuant to the terms of the Japanese Resolution, Paul Suzuki agrees to transfer his fifty percent (50%) interest in the property

located at Tenjin 2-chome-1-37, Koga-city, Fukuoka Prefecture, Japan, Unit 902 (“902 Fukuoka”) to Noboru Yokoyama.

2.10.2 1904 Tokyo: Pursuant to the terms of the Japanese Resolution, Yugengaisha Sonnette, and any other individuals or entities that may have an interest, agree to transfer their interest in the property located at Shiba 4-16-2, Minato-ku, Tokyo, Japan, Unit 1904 (“1904 Tokyo”) to Eiko Uchiyama, Hideyo Uchiyama, Youzou Shiki, Naoki Nagasawa.

2.10.3 Kitayama Corporation Debt: Pursuant to the terms of the Japanese Resolution, Junzo Suzuki agrees to transfer his interest in the debt owed to him by Kitayama Corporation, which is personally guaranteed by Mr. Azuma, to Ikuko Miyazaki, Kouji Kishida, and Eri Kishida. If the net proceeds from the collection of the debt falls short of the amount estimated by the Parties, Plaintiffs shall have no recourse against the Settling Defendants for the shortfall. Moreover, Settling Defendants shall also have no recourse against Plaintiffs in the event Plaintiffs collect more than the estimated value of the debt.

2.10.4 MUFJ Bank Account: Pursuant to the terms of the Japanese Resolution, Keiko Suzuki agrees to transfer the balance of the funds in her bank account maintained at Bank of Mitsubishi UFJ Bank, Account No. xxx3164, to Kumiko Kaita.

2.11 All trial testimony and briefing in the three Bengodan Actions against Junzo Suzuki, Keiko Suzuki, and Paul Suzuki (Case Nos. Heisei 26 (Wa) 155516, Heisei 27 (Wa)

9187 and Heisei 28 (Wa) 13165) have been completed, and the Tokyo District Court is scheduled to issue a judgment on October 30, 2017.

2.12 As additional consideration, the Parties agree that they will stipulate or jointly move the Court to request that those who opted-out of the Class following notice of Class Certification be allowed to rejoin the Class, if they so request.

2.13 Upon reasonable request, Settling Defendants shall provide information regarding the Non-Settling Defendants, and provide assistance, by way of authenticating documents. Upon reasonable request, Plaintiffs agree to provide information to Settling Defendants regarding the Non-Settling Defendants, and provide assistance by way of authenticating documents.

2.14 As reasonably necessary to effectuate the terms and purpose of the Agreement, the Parties shall cooperate with and provide reasonable assistance to each other.

2.15 Nothing in this Agreement is intended to limit, reduce or affect the rights Plaintiffs or members of the Settlement Class may have to seek damages or other relief in the Action or elsewhere from any person or entity other than the Released Parties, to the fullest extent allowed by law. This Agreement does not settle or compromise any claim by the Plaintiffs or members of the Settlement Class asserted in the Action against any Non-Settling Defendants.

3. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

3.1 Solely for the purposes of the settlement and to avoid the expense and inconvenience of further litigation, the Uncertified Settling Defendants stipulate to certification of the Class as to the Uncertified Settling Defendants. Certification of the Class as to the Uncertified Settling Defendants for settlement purposes shall not be deemed a concession by the Uncertified Settling Defendants that certification of a litigation class would have been appropriate under any other circumstances, nor are the Uncertified Settling Defendants hereafter precluded from challenging class certification in this Action if the Settlement is not approved or

finalized (such as if the settlement is voided for any reason). If the Settlement is not approved by the Court or is not finalized, the certification of the Class as to the Uncertified Settling Defendants will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceeding involving the Uncertified Settling Defendants. No agreements made by or entered into by the Uncertified Settling Defendants in connection with the Settlement may be used by Plaintiffs, any person in the Class, or any other person to establish any element of class certification in any litigated certification proceeding.

4. NOTICE AND CLAIMS ADMINISTRATOR

4.1 The Notice Administrator shall be responsible for mailing the Notice and the Final Claim Form. The Notice Administrator mailed out the notice of class certification to the Class Members in June 2016. All out-of-pocket expenses incurred by the Notice Administrator shall be paid exclusively from the Settlement Fund.

4.2 All costs and fees of the Claims Administrator shall be paid exclusively from the Settlement Fund.

4.3 All funds held by the Claims Administrator shall remain subject to the jurisdiction of the Court until distributed pursuant to this Agreement or a plan of allocation approved by the Court.

4.4 The Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Claims Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.5 For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Claims Administrator. The Claims Administrator shall timely and properly file all informational and other tax returns necessary as advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)).

4.6 Neither the Parties nor their respective counsel shall have any liability or responsibility for federal or state income tax purposes (“Taxes”) or related expenses (“Tax Expenses”) related to the Settlement Fund. To the extent there are Taxes and Tax Expenses related to any distributions contemplated herein, such Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration and shall be timely paid by the Claims Administrator out of the Settlement Fund without prior order from the Court and the Claims Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Claimants any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that maybe required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Settling Defendants are not responsible for nor shall the Settling Defendants have any liability for Taxes or Tax Expenses as to the Settlement Fund once it is deposited with the Claims Administrator. The Parties agree to cooperate with the Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary.

5. DISTRIBUTION OF SETTLEMENT FUND

5.1 Members of the Settlement Class who have not opted out and submit a valid and timely Final Claim Form shall be deemed eligible for an award from the Settlement Fund.

5.2 Class Counsel believe that it is in the best interest of the Settlement Class to defer the distribution of the Net Settlement Fund until the resolution of the entire Action and Bengodan Action. Class Counsel anticipate that additional funds may be added to the Settlement Fund in the future from recoveries from other Defendants which will require distribution. Class Counsel represent that, because all members of the Settlement Class reside outside the United

States, piecemeal distribution of the proceeds of multiple settlements and/or a judgment in this Action would require numerous, costly international wire transfers. The Parties therefore agree that the Net Settlement Fund will remain with the Claims Administrator until final resolution of the entire Action. Class Counsel represent that this will substantially reduce the costs and fees associated with the claims administration and initiating international wire transfers.

5.3 Class Counsel shall, however, have the option to petition the Court to seek an order for approval of a plan of allocation and distribution of the Net Settlement Fund prior to final resolution of the Action, if Class Counsel believe it will be in the best interest of the Settlement Class.

5.4 Upon the final resolution of the entire Action and the Bengodan Actions, or upon other Court order, members of the Settlement Class who have not opted out shall be entitled to submit a Final Claim Form to the Claims Administrator.

5.5 If no other Defendants make payment to the Settlement Fund other than the Settling Defendants, Class Counsel shall submit a plan of allocation for Court approval in connection with the final resolution of the Action. Such plan of allocation shall request that the Court order the allocation of the Net Settlement Fund to Claimants in proportion to their out-of-pocket losses, or as otherwise ordered or allocated by the Court.

5.6 The proposed plan of allocation is based solely upon Class Counsel's assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the members of the Settlement Class, provided, however, that Class Counsel shall not treat members of the Settlement Class who retained Bengodan more favorably than other members of the Settlement Class who did not.

- i. Released Parties have had no role in formulating the proposed plan of allocation.
- ii. The Released Parties shall have no responsibility for and no obligations or liabilities of any kind whatsoever in connection with the determination, administration, calculation, or payment of claims to members of the Settlement Class.

iii. Released Parties shall have no involvement in the solicitation of, or review of Proofs of Claim, or involvement in the administration process itself, which shall be conducted by the Claims Administrator in accordance with this Agreement, the Order and Final Judgment, and any other applicable order to be entered by the Court. No Claimant shall have any claim against the Released Parties or their counsel based on, or in any way relating to, the determination, administration, calculation, or payment of claims to members of the Settlement Class and/or any distributions from the Settlement Fund.

6. PAYMENT OF EXPENSES

6.1 The Settling Defendants agree to permit use of a maximum of Fifty Thousand Dollars (\$50,000) from the Settlement Fund towards Notice and Claims Administration Expenses.

6.2 Additional costs and expenses may be incurred by the Claims Administrator for holding and administering the Settlement Fund, which will also be paid out the Settlement Fund upon approval of the Court.

6.3 The Settling Defendants shall not be liable for any other costs or expenses of the litigation of the Action other than the payment of the Settlement Fund.

7. ATTORNEYS' FEES AND COSTS

7.1 Class Counsel will seek an award of attorneys' fees of 25% of the Settlement Fund, or approximately Three Million Two Hundred Seventy Five Thousand Dollars (\$3,275,000) and up to Two Hundred Thousand Dollars (\$200,000) for costs incurred in litigating this Action. The Settling Defendants will not oppose the request. The amount approved by the Court shall be paid solely from the Settlement Fund.

7.2 Settlement Class Representatives will not seek any service award and shall only be paid under the plan of allocation at the time of distribution.

7.3 It is agreed that the procedure for and the allowance or disallowance by the Court of any applications by Class Counsel for award of attorneys' fees and costs are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of

the fairness, reasonableness and adequacy of the settlement, and any order or proceeding relating thereto, or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect its finality, and shall have no effect on the terms of this Agreement or on the enforceability of this Agreement.

7.4 The Released Parties and their counsel have no responsibility for, and no liability whatsoever with respect to, any payment to Class Counsel from the Settlement Fund. The Released Parties and their counsel shall have no responsibility for, and no liability whatsoever with respect to the allocation among Class Counsel, and/or any other Person who may assert some claim to, any attorneys' fees and costs award that the Court may make in the Action.

8. PRELIMINARY APPROVAL PROCEDURE AND CLASS NOTICE

8.1 After execution of this Agreement, Class Counsel shall promptly move the Court to enter an order granting preliminary approval of this Agreement and approval of the form and manner of the proposed class notice.

8.2 Without endorsing the merits of Plaintiffs' position, the Settling Defendants shall cooperate in connection with Plaintiffs' application for said approval.

8.3 The Parties have jointly requested that the Court stay the deadlines in this matter as to the Settling Defendants. The Parties agree to cooperate in asking the Court to keep the stay in place until the Court issues its order denying or granting Preliminary Approval. Upon entry of a Preliminary Approval Order, the deadlines in this matter shall be further stayed as to the Settling Defendants and such stay shall only be lifted if this Agreement terminates prior to the Effective Date and the Court thereafter orders the stay lifted. Such stay shall extend as to all dates (including trial dates, response dates, etc.) as to the Settling Defendants. The stay contemplated herein shall only extend to the Settling Defendants.

8.4 Within 20 days after the entry of the Preliminary Approval Order or otherwise ordered by the Court, the Notice Administrator shall send, by regular Japanese mail, the Mailed Notice to each member of the Settlement Class at the address on file for the Class Member. The Mailed Notice shall be sent to each member of the Settlement Class in both English and

Japanese. The Notice Administrator shall also cause the Short Form Notice to be posted on the website of the National Consumer Affairs Center of Japan at www.kokusen.go.jp.

8.5 Plaintiffs shall establish a website for providing information to investors. The website shall include important relevant documents, sufficient to allow class members to understand the nature of this Action and the context for the resolution contemplated by this Agreement. Copies of the following documents shall appear on the website in both Japanese and English: (i) this Agreement; and (ii) the Class Action Notice. For the avoidance of doubt, other important relevant documents need not be translated from English into Japanese.

8.6 At the time of final resolution of the entire Action, the Notice Administrator shall send, by regular Japanese mail, the Final Claim Form to each member of the Settlement Class at the address on file for the Class Member. The Final Claim Form shall be sent to each member of the Settlement Class in both English and Japanese. The Notice Administrator shall also cause the Notice to be posted on the National Consumer Affairs Center of Japan's website at www.kokusen.go.jp and on the website contemplated in paragraph 8.4.

8.7 All costs associated with the notices contemplated by this Agreement shall be paid out of the Settlement Fund upon approval of the Court.

9. **EXCLUSION**

9.1 In Spring 2016, Notices of Pendency of Class Action were sent to Class members in the Action, providing a right to opt out. Because all individuals who did not opt out are deemed to be Class members for all purposes, the Parties agree that no new opportunity to opt out will be provided as part of this settlement.

10. **FINAL APPROVAL**

10.1 Prior to the Final Approval Hearing set by the Court, Class Counsel shall submit a motion for final approval of this Agreement.

10.2 If at the time of the Final Approval Hearing, the Bengodan Actions have not settled, been withdrawn by the Japanese Plaintiffs, or otherwise been dismissed with prejudice, any Party shall have the right to terminate this settlement and this Agreement.

10.3 If at any time prior to the Final Approval Hearing, the escrow company refuses to deliver or transfer the funds to the Settling Defendants from the sale of real properties pursuant to paragraphs 2.3.1 through 2.3.12, then the Parties agree to seek the court's intervention to resolve any issues in connection with that event.

10.4 If the Court does not approve and/or does not honor this Agreement and/or denies a motion to enter any or all of the settlement terms in a form agreeable to the Parties, or if any court declares unenforceable, reverses, or vacates the settlement or settlement approval on appeal, then any Party shall have the right to terminate this Agreement.

10.5 Any Party who elects to terminate this Agreement pursuant to this Section or any other provision of this Agreement may do so by giving written notice to the other Party's counsel and to the Notice Administrator. The termination of the Agreement shall void all of the rights, obligations, and releases under this Agreement and those provisions of this Agreement that are necessary to effectuate the termination. If this Agreement is terminated after the payment of any or all of the award(s) for attorneys' fees, Class Counsel shall return the full amount of such payments to the Settlement Fund, and which shall then be returned to the Settling Defendants.

11. **RELEASE**

11.1 Except for the obligations and rights created by this Agreement, the Releasing Parties hereby release and absolutely discharge the Settling Defendants and all other Released Parties from any and all Released Claims. The Final Approval Order shall include this release.

11.2 To the fullest extent permitted by law, the Releasing Parties waive and relinquish any and all rights or benefits they have or may have, if any, under California Civil Code Section 1542, or any comparable provision of state or federal law, with regard to the Released Claims. California Civil Code Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the subject matter of this Agreement and/or the Released Claims. The Releasing Parties acknowledge that they intend to and will fully, finally, and forever settle and release any and all Released Claims described herein, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases of the Released Claims by the Releasing Parties without regard to the subsequent discovery or existence of such different or additional claims or facts.

11.3 Nothing in this Agreement: (a) is intended to release any claims asserted by members of the Settlement Class against any of the Non-Settling Defendants in the Action or (b) shall prohibit an eligible member of the Settlement Class from seeking or obtaining a recovery paid in connection with the separate but parallel proceeding by the Securities and Exchange Commission, captioned *Securities and Exchange Commission v. Edwin Fujinaga, et. al.*, USDC Nevada Case No. 13-cv-01658.

12. SETTLEMENT DISCHARGE AND BAR ORDER

12.1 At the time of or prior to the Settlement Hearing, the Parties shall submit for entry by the Court, if the Court approves the settlement provided for herein, a Bar Order pursuant to Section 201(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(f)(7), providing for the maximum protection to which the Released Parties are entitled under the law with respect to the discharge and bar of all future claims for contribution and/or indemnity by other Persons, arising out of or in any way related to the Action, whether under federal, state or common law, or any other principle of law or equity. The Bar Order to be entered by the Court as part of the Order and Final Judgment shall be substantially in the following form:

- a. All claims for contribution and indemnification, however denominated, based upon or arising under the federal securities laws, state law, foreign law or common

law, in favor of any Person(s) against any of the Settling Defendants and other Released Parties, with respect to, arising out of, or relating in any way to the claims, allegations, transactions, and/or events that are the subject of the Action, and/or based upon liability for, or arising out of or relating in any way to the Released Claims, are extinguished, discharged, barred, satisfied and/or otherwise unenforceable.

b. All persons are hereby barred and permanently enjoined, to the fullest extent allowed by law, from asserting, instituting or prosecuting in any capacity, any claim, action or proceeding against any of the Settling Defendants and other Released Parties for equitable, partial, comparative, or complete contribution, subrogation or indemnity, however denominated, based upon liability for, and/or arising out of or relating in any way to the Released Claims, and the Court finds that all such claims are extinguished, discharged, satisfied and made unenforceable.

c. In accord with the principles of 15 U.S.C. § 78u-4(f)(7)(B), if there is a final verdict or judgment against any non-settling defendant, the verdict or judgment against such Person shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of the Released Parties; or (b) the Settlement Amount.

d. Notwithstanding the foregoing, nothing in this Agreement or the Order and Final Judgment shall apply to, bar, release or otherwise affect any claim or right to indemnification by any present or former employee, officer or director based on contractual indemnity, corporate by-laws, or Nevada law governing indemnification of employees, directors and officers (including a claimed right for advancement of fees and costs), or any claim by any present or former employee, officer or director for indemnity or contribution arising in or from any proceeding other than this Action, that the Person asserting such claim would otherwise be entitled to assert in the absence of this Agreement and the Court's Order and Final Judgment.

13. NON-DISPARAGEMENT

13.1 The Parties, including their attorneys, representatives, agents, or any other person acting on behalf of any Releasing Party, mutually agree that they will not disparage or make any false derogatory remarks about the Parties or any of the Parties' successors, current or former officers, employees, managers, or agents. To the extent that a comment is requested about the Parties, this Agreement, or any matter related to this Action, the Parties, including their attorneys, representatives, agents, or any other person acting on behalf of any Party, agree to provide only information set forth in this Agreement, or to direct the requesting party to the Court's docket on Pacer. Nothing in this section is intended to preclude the Parties or Class Members or their attorneys from providing information or testimony if compelled by law or court order.

13.2 In the event any Party, or any of the Party's successors, current or former officers, employees, managers, or agents, violates the provisions of Section 13.1, the individual that actually commits the breach shall pay, in their individual capacity, liquidated damages to the non-breaching Party in the amount of 25% of the individual's total recovery under the Settlement Fund. Said damages shall be assessed upon final allocation of all monies and liquidated assets contemplated by this Agreement into the Settlement Fund, and shall be paid within fourteen (14) business days of the final value of the Settlement Fund being determined, or within fourteen (14) business days of the occurrence of the breach, in the event the breach occurs after the value of the Settlement Fund has been finalized. If the breaching party is one of the Settling Defendants, the Settling Defendant shall pay liquidated damages in the sum of Twenty Thousand Dollars (\$20,000) to the Claims Administrator.

14. **MISCELLANEOUS PROVISIONS**

14.1 Pursuant to this Agreement, the SEI PSP shall be terminated 15 days from the Effective Date, and distributions from the SEI PSP shall be made in accordance with Section 2.4. Specifically, the remaining Plan participants – Junzo Suzuki, Keiko Suzuki, Paul Suzuki, and Catherine Suzuki – shall each elect to have their account balance in the Plan paid to the client trust account of Marshall Suzuki Law Group. No portion of the Settlement Fund made up

of funds from the SEI PSP shall be applied as a credit or offset to any future order or judgment entered against Junzo Suzuki, Keiko Suzuki, Paul Suzuki, or Catherine Suzuki, in their individual capacities, by the Court in this Action. At all times following the Effective Date, the trustees of the SEI PSP shall have the power to administer and distribute the Remaining Funds, including distribute the assets or funds held by the SEI PSP pursuant to the SEI PSP's Plan and Trust Agreement to the remaining plan participants, which include Junzo Suzuki, Keiko Suzuki, Paul Suzuki, or Catherine Suzuki.

14.2 Nothing in this Agreement is intended to create personal jurisdiction over any Party beyond that already in place prior to the execution of this Agreement. By signing this Agreement, no Party is consenting to personal jurisdiction over them in this District or any District of the United States. The Parties agree that the execution of this Agreement shall not constitute a minimum contact with the United States for purposes of evaluating personal jurisdiction over any Party. Moreover, with respect to Keiko Suzuki, who has not been served in this Action, signing this Settlement Agreement or otherwise fulfilling her obligations under the Settlement Agreement shall not deem her served or constitute an appearance in this Action.

14.3 At the time of the Effective Date, any funds or assets remaining in the name of the Settling Defendants that is required to be paid into the Settlement Fund pursuant to this Agreement (hereafter, the "Remaining Funds") shall remain with the Settling Defendants and shall not be subject to this Court's order (Dkt. 183) that otherwise precludes certain acts, including the liquidation, dissolution, withdrawal and use of funds and assets owned by the Settling Defendants (the acts precluded by this order are hereafter referred to as the "asset freeze"). As to the Remaining Funds, the asset freeze order (Dkt 183) shall be permanently lifted and vacated as of the Effective Date. No funds shall be deposited into the Settlement Fund until at least fourteen days after the Court permanently vacates and lifts the asset freeze order as to the Remaining Funds. In the event that the asset freeze order currently in place, or any other lien or order (including any new order), imposes any form of an asset freeze relating to the Remaining Funds at any time from the Effective Date until fifteen days after the Effective Date, then the

Settling Defendants shall have the right to terminate this Agreement and not deposit funds into the Settlement Fund. At all times following the Effective Date, the trustees of the SEI PSP shall have the power to administer and distribute the Remaining Funds, including distribute the assets or funds held by the SEI PSP pursuant to the SEI PSP's Plan and Trust Agreement to, among others, its beneficiaries or plan participants, which may include Junzo Suzuki, Keiko Suzuki, Paul Suzuki, or Catherine Suzuki.

14.4 The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Counsel for the Settling Defendants agree to cooperate with one another in seeking Court approval of this Agreement and the entry of the Final Approval Order, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of this Agreement.

14.5 The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims.

14.6 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the Released Claims. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same. This Agreement is entered into by the Parties voluntarily, without any duress, and with input to each Party solely from each Party's respective counsel.

14.7 Whether or not this Agreement becomes final or this Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement: (1) is, may be deemed, or shall be used, offered or received against the Released Parties or any Non-Settling Defendant, or each or any of them, as an admission, concession or evidence of, the validity of

any Released Claims, the truth of any fact alleged by the Plaintiffs or the Settlement Class, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the fee award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them; (2) is, may be deemed, or shall be used, offered or received against the SEI PSP or any Non-Settling Defendant as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them; (3) is, may be deemed, or shall be used, offered or received against the Released Parties or any Non-Settling Defendant, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; (4) is, may be deemed, or shall be construed against Plaintiffs, the members of the Settlement Class or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; or (5) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the members of the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount. Notwithstanding the above provisions of this Paragraph, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or the settlement may be used in any proceedings as may be necessary to effectuate or enforce the provisions of this Agreement. If this Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata,

collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.8 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

14.9 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

14.10 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

14.11 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents, and no Party is relying on any representations, warranties or covenants outside the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.12 Except as otherwise provided herein, each Party shall bear its own costs and fees.

14.13 Plaintiffs and the Releasing Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

14.14 Each counsel or other Person executing this Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms.

14.15 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that

counsel for the Parties to this Agreement all exchange original signed counterparts. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

14.16 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

14.17 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing this Agreement.

14.18 This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

14.19 This Agreement shall be deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

14.20 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: i) for Plaintiffs: James E. Gibbons, Esq., Manning & Kass, Ellrod, Ramirez, Trester, and Robert W. Cohen, Esq., and Mariko Taenaka, Esq., of The Law Offices of Robert W. Cohen; ii) for SEI PSP: Gregg Zucker, Foundation Law Group LLP; iii) for Catherine Suzuki, trustee of the Junzo Suzuki Irrevocable Trust UAD 07/12/2013, Catherine Suzuki, trustee of the Keiko Suzuki Irrevocable Trust UAD 07/12/2013, and Catherine Suzuki, trustee of the Junzo Suzuki and Keiko Suzuki Irrevocable Life Insurance U/A DTD 5/1/2008: Lisa Simonetti, Vedder Price LLP; and iv) for Junzo Suzuki, Keiko Suzuki, Paul Suzuki, Catherine Suzuki, Suzuki Enterprises, Inc., Puuikena Investments LLLP, Catherine Suzuki, trustee of the Catherine Suzuki Irrevocable Trust dated May 10, 2013 and Paul Musashi Suzuki, trustee of the Paul Musashi Suzuki Irrevocable Trust dated May 10, 2013: Nicolas Morgan, Paul Hastings LLP.

AGREED TO AND ACCEPTED.

Dated: 10 / 11 / 2017

SHIGE TAKIGUCHI
By: 龍口 甚
Settlement Class Representative

Dated: _____

FUMI NONAKA
By: _____
Settlement Class Representative

Dated: _____

MITSUAKI TAKITA
By: _____
Settlement Class Representative

Dated: _____

TATSURO SAKAI
By: _____
Settlement Class Representative

Dated: _____

SHIZUKO ISHIMORI
By: _____
Settlement Class Representative

Dated: _____

YUKO NAKAMURA

AGREED TO AND ACCEPTED.

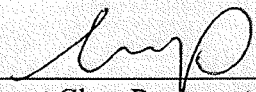
SHIGE TAKIGUCHI

Dated: _____

By: _____
Settlement Class Representative

FUMI NONAKA

Dated: OCT 10, 20 17

By:  _____
Settlement Class Representative

MITSUAKI TAKITA

Dated: _____

By: _____
Settlement Class Representative

TATSURO SAKAI

Dated: _____

By: _____
Settlement Class Representative

SHIZUKO ISHIMORI

Dated: _____

By: _____
Settlement Class Representative

YUKO NAKAMURA

Dated: _____

AGREED TO AND ACCEPTED.

SHIGE TAKIGUCHI

Dated: _____

By: _____
Settlement Class Representative

FUMI NONAKA

Dated: _____

By: _____
Settlement Class Representative

MITSUAKI TAKITA

Dated: 10-10, 2017

By: 清田 光明
Settlement Class Representative

TATSURO SAKAI

Dated: _____

By: _____
Settlement Class Representative

SHIZUKO ISHIMORI

Dated: _____

By: _____
Settlement Class Representative

YUKO NAKAMURA

Dated: _____

AGREED TO AND ACCEPTED.

SHIGE TAKIGUCHI

Dated: _____

By: _____
Settlement Class Representative

FUMI NONAKA

Dated: _____

By: _____
Settlement Class Representative

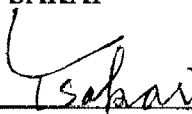
MITSUAKI TAKITA

Dated: _____

By: _____
Settlement Class Representative

TATSURO SAKAI

Dated: 2017/10/10

By: 
Settlement Class Representative

SHIZUKO ISHIMORI

Dated: _____

By: _____
Settlement Class Representative

YUKO NAKAMURA

Dated: _____

AGREED TO AND ACCEPTED.

SHIGE TAKIGUCHI

Dated: _____

By: _____
Settlement Class Representative

FUMI NONAKA

Dated: _____

By: _____
Settlement Class Representative

MITSUAKI TAKITA

Dated: _____

By: _____
Settlement Class Representative

TATSURO SAKAI

Dated: _____

By: _____
Settlement Class Representative

SHIZUKO ISHIMORI

Dated: 11/Oct/2017

By: SHIZUKO ISHIMORI
Settlement Class Representative

YUKO NAKAMURA

Dated: _____

AGREED TO AND ACCEPTED.

SHIGE TAKIGUCHI

Dated: _____

By: _____
Settlement Class Representative

FUMI NONAKA

Dated: _____

By: _____
Settlement Class Representative

MITSUAKI TAKITA

Dated: _____

By: _____
Settlement Class Representative

TATSURO SAKAI

Dated: _____

By: _____
Settlement Class Representative

SHIZUKO ISHIMORI

Dated: _____

By: _____
Settlement Class Representative

YUKO NAKAMURA

Dated: 2017年10月10日

By: 中村祐子
Settlement Class Representative

MASAAKI MORIYA

Dated: _____

By: _____
Settlement Class Representative

HASTUNE HATANO

Dated: _____

By: _____
Settlement Class Representative

HIDENAO TAKAMA

Dated: _____

By: _____
Settlement Class Representative

Dated: _____

Junzo Suzuki

Dated: _____

Paul Musashi Suzuki

Dated: _____

Keiko Suzuki

Dated: _____

Catherine Suzuki

By: _____
Settlement Class Representative

MASAAKI MORIYA

Dated: 2017年10月10日

By: Masaaki MORIYA
Settlement Class Representative

HASTUNE HATANO

Dated: _____

By: _____
Settlement Class Representative

HIDENAO TAKAMA

Dated: _____

By: _____
Settlement Class Representative

Dated: _____

Junzo Suzuki

Dated: _____

Paul Musashi Suzuki

Dated: _____

Keiko Suzuki

Dated: _____

Catherine Suzuki

By: _____
Settlement Class Representative

MASAAKI MORIYA

Dated: _____

By: _____
Settlement Class Representative

HASTYNE HATANO

Dated: 2017. 10/10

By: 秦野初音
Settlement Class Representative

HIDENAO TAKAMA

Dated: _____

By: _____
Settlement Class Representative

Dated: _____

Junzo Suzuki

Dated: _____

Paul Musashi Suzuki

Dated: _____

Koiko Suzuki

Dated: _____

Catherine Suzuki

By: _____
Settlement Class Representative

MASAAKI MORIYA

Dated: _____

By: _____
Settlement Class Representative

HASTUNE HATANO

Dated: _____

By: _____
Settlement Class Representative

HIDENAO TAKAMA

Dated: 2017, 10, 10

By: 高間秀直
Settlement Class Representative

Dated: _____

Junzo Suzuki

Dated: _____

Paul Musashi Suzuki

Dated: _____

Keiko Suzuki

Dated: _____

Catherine Suzuki

Dated: _____

By: _____
Settlement Class Representative

HASTUNE HATANO

Dated: _____

By: _____
Settlement Class Representative

HIDENAO TAKAMA

Dated: _____

By: _____
Settlement Class Representative

Dated: 10/16/2017



Junzo Suzuki

Dated: 10/19/17




Paul Musashi Suzuki

Dated: 10/16/17



Keiko Suzuki

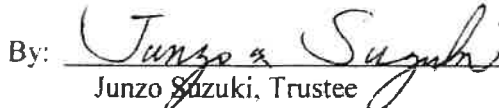
Dated: 10/17/17



Catherine Suzuki

Suzuki Enterprises, Inc. Profit Sharing Plan

Dated: 10/10/2017

By: 

Junzo Suzuki, Trustee


Catherine Suzuki, trustee of the Junzo Suzuki
Irrevocable Trust UAD 07/12/2013

Dated: 12/8/2017

By: 
Catherine Suzuki

Catherine Suzuki, trustee of the Keiko Suzuki
Irrevocable Trust UAD 07/12/2013

Dated: 12/8/2017

By: 
Catherine Suzuki

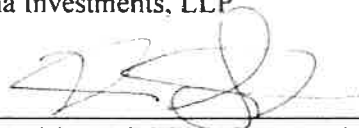
Catherine Suzuki, trustee of the Junzo Suzuki
and Keiko Suzuki Irrevocable Life Insurance U/A
DTD 5/1/2008

Dated: 12/8/2017

By: 
Catherine Suzuki

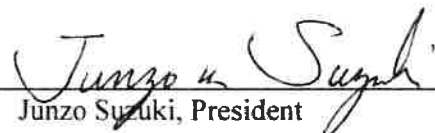
Puuikena Investments, LLP

Dated: 10/17/17

By: 
Paul Suzuki, Managing Member

Suzuki Enterprises, Inc.

Dated: 10/16/2017

By: 
Junzo Suzuki, President


Catherine Suzuki, Trustee of the Catherine Suzuki
Irrevocable Trust dated May 10, 2013

Dated: 10/17/2017

By: 
Catherine Suzuki, Trustee

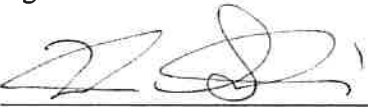
Paul Suzuki, Trustee of the Catherine Suzuki
Irrevocable Trust dated May 10, 2013

Dated: 10/17/17

By: 
Paul Suzuki, Trustee

Yugengaisha Sonnette

Dated: 10/17/17

By: 
Paul Suzuki, Director

APPROVED AS TO FORM.

DATED: _____

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: _____
James E. Gibbons
Attorneys for Settlement Class

DATED: _____

LAW OFFICES OF ROBERT W. COHEN

By: _____
Robert W. Cohen
Mariko Taenaka
Attorneys for Settlement Class

DATED: _____

PAUL HASTINGS, LLP

By: _____
Nicolas Morgan
Attorney for Defendant Junzo Suzuki, Keiko
Suzuki, Paul Suzuki, Catherine Suzuki,

Catherine Suzuki, Trustee

Paul Suzuki, Trustee of the Catherine Suzuki
Irrevocable Trust dated May 10, 2013

Dated: _____

By: _____
Paul Suzuki, Trustee

Yugengaisha Sonnette

Dated: _____

By: _____
Paul Suzuki

APPROVED AS TO FORM.

DATED: 10/12/17

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: _____
James E. Gibbons
Attorneys for Settlement Class

DATED: 10/11/17

LAW OFFICES OF ROBERT W. COHEN

By: _____
Robert W. Cohen
Mariko Taenaka
Attorneys for Settlement Class

DATED: 10/11/17

PAUL HASTINGS, LLP

By: Nick Morgan
Nicolas Morgan
Attorney for Defendant Junzo Suzuki, Keiko
Suzuki, Paul Suzuki, Catherine Suzuki,

DATED: _____

FOUNDATION LAW GROUP, LLP

By: _____
Gregg Zucker
Attorney for Defendant Suzuki Enterprises, Inc.
Profit Sharing Plan

DATED: _____

PAUL HASTINGS, LLP


By: _____

Nicolas Morgan
Attorney for Defendant Junzo Suzuki, Keiko
Suzuki, Paul Suzuki, Catherine Suzuki,

DATED: 10/19/17

FOUNDATION LAW GROUP, LLP

By: _____


Gregg Zucker
Attorney for Defendant Suzuki Enterprises, Inc.
Profit Sharing Plan