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*Co-Counsel for Marc S. Kirschner, as Litigation  
Trustee of the Highland Litigation Sub-Trust*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,<sup>1</sup>  
Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj11

MARC S. KIRSCHNER, AS LITIGATION  
TRUSTEE OF THE LITIGATION SUB-TRUST,

Plaintiff,

v.

JAMES D. DONDERO; MARK A. OKADA;  
SCOTT ELLINGTON; ISAAC LEVENTON;  
GRANT JAMES SCOTT III; STRAND  
ADVISORS, INC.; NEXPOINT ADVISORS,  
L.P.; HIGHLAND CAPITAL MANAGEMENT  
FUND ADVISORS, L.P.; DUGABOY  
INVESTMENT TRUST AND NANCY  
DONDERO, AS TRUSTEE OF DUGABOY  
INVESTMENT TRUST; GET GOOD TRUST  
AND GRANT JAMES SCOTT III, AS  
TRUSTEE OF GET GOOD TRUST; HUNTER  
MOUNTAIN INVESTMENT TRUST; MARK &  
PAMELA OKADA FAMILY TRUST –  
EXEMPT TRUST #1 AND LAWRENCE  
TONOMURA AS TRUSTEE OF MARK &

Adv. Pro. No. 21-03076-sgj

<sup>1</sup> The last four digits of the Reorganized Debtor’s taxpayer identification number are (8357). The Reorganized Debtor is a Delaware limited partnership. The Reorganized Debtor’s headquarters and service address are 100 Crescent Court, Suite 1850, Dallas, TX 75201.



PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; AND SAS ASSET RECOVERY, LTD.,

Defendants.

**DECLARATION OF ROBERT S. LOIGMAN IN SUPPORT OF THE LITIGATION TRUSTEE’S MOTION FOR ENTRY OF AN ORDER APPROVING SETTLEMENT WITH THE OKADA PARTIES AND AUTHORIZING ACTIONS CONSISTENT THEREWITH**

I, Robert S. Loigman, an attorney, pursuant to 28 U.S.C. § 1746(a), under penalty of perjury, declare as follows:

1. I am a partner in the law firm of Quinn Emanuel Urquhart & Sullivan LLP, counsel for Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust created by the Debtor’s Fifth Amended Plan of Reorganization. I submit this declaration in support of the *Litigation Trustee’s Motion for Entry of an Order Approving Settlement With the Okada Parties and Authorizing Actions Consistent Therewith* (the “Motion”) being filed concurrently with this Declaration. I submit this Declaration based on my personal knowledge and review of the documents listed below.
2. Attached as **Exhibit 1** is a true and correct copy of the *Settlement Agreement*, executed as of January 11, 2024.

Dated: January 16, 2024.

/s/ Robert S. Loigman  
Robert S. Loigman

# Exhibit 1

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is made and entered into as of January 11, 2024 (the “Settlement Date”), by and among (a) Highland Capital Management, L.P. (“HCMLP” or the “Reorganized Debtor”); (b) Marc S. Kirschner, solely in his capacity as Litigation Trustee of the Litigation Sub-Trust (the “Litigation Trustee”); (c) the Claimant Trust; (d) the Highland Indemnity Trust; (e) Mark K. Okada (“Okada”); (f) Mark & Pamela Okada Family Trust – Exempt Trust # 1 (“MAP Trust 1”); (g) Mark & Pamela Okada Family Trust – Exempt Trust #2 (“MAP Trust 2”); and (h) Lawrence Tonomura, solely in his capacity as Trustee of MAP Trust 1 and MAP Trust 2 (“Tonomura,” and together with Okada, MAP Trust 1, and MAP Trust 2, the “Okada Parties”). Each of the above is referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

### **RECITALS**

WHEREAS, Okada was a co-founder of Highland Capital Management, L.P. in 1993 where he served as HCMLP’s Chief Investment Officer for over 25 years;

WHEREAS, Okada and his family trusts MAP Trust 1 and MAP Trust 2 held interests in HCMLP as limited partners;

WHEREAS, Okada announced his retirement from HCMLP in September 2019, prior to the commencement of HCMLP’s bankruptcy proceedings;

WHEREAS, on October 16, 2019, HCMLP filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the “Delaware Court”) pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), commencing chapter 11 bankruptcy proceedings (the “Bankruptcy Case”);

WHEREAS, on December 4, 2019, the Delaware Court entered an order transferring the Bankruptcy Case to the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”);

WHEREAS, on February 22, 2021, the Bankruptcy Court entered an order (the “Confirmation Order”) [Bankr. Dkt. 1943], confirming HCMLP’s Fifth Amended Plan of Reorganization [Bankr. Dkt. 1472], as modified [Bankr. Dkt. 1808] (the “Plan”)<sup>1</sup>;

WHEREAS, the Plan went effective and HCMLP emerged from bankruptcy on August 11, 2021 [Bankr. Dkt. 2700];

WHEREAS, the Claimant Trust was established in accordance with the terms of the Plan for the benefit of the Claimant Trust Beneficiaries;

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<sup>1</sup> Any capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Plan.

WHEREAS, the Litigation Sub-Trust was established in accordance with the terms of the Plan to investigate, pursue and otherwise resolve any Estate Claims;

WHEREAS, Marc S. Kirschner was appointed as the Litigation Trustee of the Litigation Sub-Trust;

WHEREAS, pursuant to the Plan, certain potential litigation claims previously held by HCMLP were irrevocably transferred to the Litigation Sub-Trust following creation of the Claimant Trust (Conf. Order ¶ M; Plan Art. IV.B);

WHEREAS, on July 21, 2021, the Bankruptcy Court entered an order [Bankr. Dkt. 2599] (the “Indemnity Trust Order”) authorizing the creation of an indemnity trust (the “Highland Indemnity Trust”) to, among other things, secure the performance of indemnity obligations owed to the parties tasked with managing implementation of the Plan, all as set forth in the August 16, 2021 Indemnity Trust Agreement, as amended (“Indemnity Trust Agreement”);

WHEREAS, on May 19, 2022, the Litigation Trustee filed the Amended Complaint against numerous parties, including the Okada Parties, in the adversary proceeding captioned *Kirschner v. Dondero, et al.*, Adv. Pro. No. 21-03076-sgj (Bankr. N.D. Tex.) (the “Adversary Proceeding”);

WHEREAS, four of the thirty-six counts in the Amended Complaint assert claims against one or more of the Okada Parties;

WHEREAS, the Okada Parties maintain they have valid defenses to the asserted claims and neither this Agreement nor the terms reflected herein constitute an admission of any liability by any of the Okada Parties;

WHEREAS, on July 11, 2022, the Okada Parties filed their *Motion to Dismiss Amended Complaint* and supporting documents [Dkt. Nos. 185-187];

WHEREAS, on September 19, 2022, the Litigation Trustee filed an opposition to the Okada Parties’ motion to dismiss and supporting documents [Dkt. Nos. 210-211];

WHEREAS, on November 14, 2022, the Okada Parties filed a reply in support of their motion to dismiss [Dkt. No. 224];

WHEREAS, the Okada Parties’ motion to dismiss remains *sub judice* with the Bankruptcy Court;

WHEREAS, on April 3, 2023, the Bankruptcy Court entered its *Order Granting the Litigation Trustee’s Motion to Stay the Adversary Proceeding* [Dkt. No. 338], which stayed the Adversary Proceeding in its entirety, subject to re-initiation by any of the parties after September 30, 2023;

WHEREAS, the Adversary Proceeding remains stayed; and

WHEREAS, the Parties have been engaged in good faith, arm's-length negotiations about resolving the claims asserted against the Okada Parties in the Adversary Proceeding.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, agrees as follows:

1. Recitals Incorporated. The recitals and paragraphs set forth above are hereby incorporated in full and made a part of this Agreement.

2. Bankruptcy Court Approval Required. This Agreement by and among the Parties is subject in all respects to the approval of the Bankruptcy Court evidenced by entry of a written order in a form agreeable to the Litigation Trustee and the Okada Parties (an "Approval Order"). The Litigation Trustee shall file a motion seeking the Approval Order no later than seven (7) days following the Settlement Date. In the event that the Bankruptcy Court declines to approve this Agreement or the Approval Order does not become final and non-appealable (a "Final Order"), this Agreement shall become null and void and of no further force and effect.

3. Settlement Effective Date. The terms of this Agreement shall become effective upon the Approval Order becoming a Final Order (the "Settlement Effective Date"), provided, however, the Parties shall act consistent with the terms of this Agreement at all times between the Settlement Date and the Settlement Effective Date, and shall have an ongoing obligation to cooperate with each other in effectuating the matters contemplated by this Agreement.

4. Contribution to the Claimant Trust. Within five (5) business days of the Settlement Effective Date, the Okada Parties shall:

- (a) Make a cash payment of \$100,000 to the Claimant Trust pursuant to wire transfer instructions to be provided.
- (b) Execute documentation transferring Okada's entire interest in the Highland Multi Strategy Credit Fund, Ltd. (the "Multi Strat Interest") with a net asset value of approximately \$54,182, representing approximately 0.42% of the net assets of the Highland Multi Strategy Credit Fund as of October 31, 2023, to the Claimant Trust.
  - i. To the extent there are any distributions on account of Okada's Multi Strat Interest prior to the Settlement Effective Date, Okada hereby directs HCMLP to withhold those payments and to pay them to the Claimant Trust on the Settlement Effective Date.

5. Highland Indemnity Trust Funding. As of the Settlement Effective Date, Okada irrevocably directs HCMLP and Highland Offshore Director LLC to directly pay to the Highland Indemnity Trust any amounts that would otherwise be paid to Highland CLO Holdings, Ltd.,

Neutra Ltd., or Highland CLO Assets Holdings Limited to which Okada would become the beneficial owner (“Acis 7 Proceeds”), subject to the following terms:

- (a) Any Acis 7 Proceeds received by the Highland Indemnity Trust pursuant to this Agreement shall be held and used only as “last out” funds after all other cash and other assets of the Highland Indemnity Trust are spent or otherwise disbursed in accordance with the terms of the Indemnity Trust Agreement and the Highland Indemnity Trust Order.
- (b) Within five (5) business days of receipt of any Acis 7 Proceeds, the Indemnity Trust Administrator (as defined in the Indemnity Trust Agreement) shall provide written notice to Okada of such receipt by the Highland Indemnity Trust, including the amount of gross proceeds received.
- (c) Okada retains a reversionary interest in the Acis 7 Proceeds, which shall be paid to Okada in accordance with paragraph 7 below.

6. Contingent Funding Agreement. Okada, the Claimant Trust and Highland Indemnity Trust agree that:

- (a) Within five (5) business days of receipt of any funds actually received by Okada on account of his Special Limited Partnership Interest (“SLP”) in PetroCap Incentive Partners II, LP (the “PetroCap Proceeds”), Okada will provide written notice to the Indemnity Trust Administrator of such receipt and the amount of gross proceeds received.
- (b) Upon written request from the Indemnity Trust Administrator, Okada will provide information reasonably related to the SLP that Okada is permitted to provide consistent with his confidentiality or other obligations, for the limited purpose of the Indemnity Trust Administrator assessing the value of and funds received on account of the SLP. If Okada determines that he is unable to provide any such information to the Indemnity Trust Administrator based on confidentiality or other obligations, he will work with the Indemnity Trust Administrator to address those concerns to enable such information to be provided.
- (c) On or after January 1, 2025, and subject to sections (d) and (e) of this paragraph, the Indemnity Trust Administrator may in writing demand that Okada provide to the Highland Indemnity Trust the lesser of (i) \$1,000,000, or (ii) 50% of the gross amount of PetroCap Proceeds Okada actually received as of the date of such demand (the “Highland Indemnity Trust Demand”).
- (d) The Indemnity Trust Administrator may make a Highland Indemnity Trust Demand only upon written representation that all Indemnity Trust Assets (as defined in the Indemnity Trust Agreement) have been or will imminently be exhausted.

- (e) The Indemnity Trust Administrator may only make one Indemnity Sub-Trust Demand which, once satisfied, extinguishes Okada's contingent funding obligation to the Indemnity Sub-Trust under this Agreement.
- (f) For the avoidance of doubt, any contingent funding pursuant to this paragraph 6 vests only if PetroCap Proceeds are actually received by Okada.

7. Okada's Interests in the Highland Indemnity Trust.

- (a) The Highland Indemnity Trust will maintain the Acis 7 Proceeds and the PetroCap Proceeds as part of the Indemnity Trust Account (as defined in the Indemnity Trust Agreement) but account for and track them separately from other Indemnity Trust Assets.
- (b) The Acis 7 Proceeds and any PetroCap Proceeds provided to the Highland Indemnity Trust may be used in the same authorized manner as other Indemnity Trust Assets but used only as "last out" funds after all other cash and other assets of the Highland Indemnity Trust are spent or otherwise disbursed in accordance with the terms of the Indemnity Trust Agreement and the Indemnity Trust Order.
- (c) Upon written request from Okada to the Indemnity Trust Administrator, the Highland Indemnity Trust will provide information as to the remaining amounts of Acis 7 Proceeds and/or PetroCap Proceeds held by the Indemnity Sub-Trust.
- (d) On the earlier of (x) the winding-up of the Indemnity Sub-Trust and (y) any disbursement of Indemnity Trust Assets to the Claimant Trust (or any other disbursement in accordance with Article VIII of the Highland Indemnity Trust Agreement), any unused portion of the Acis 7 Proceeds or the PetroCap Proceeds, plus any interest earned on those proceeds, shall be paid to Okada prior to any distributions of other Indemnity Trust Assets in accordance with Article VIII of the Highland Indemnity Trust Agreement, *provided*, that Okada shall provide to the Indemnity Trust and the Indemnity Trust Administrator a bring down of the release provided in paragraph 10 below as a condition to the release of Indemnity Trust Assets to Okada.
- (e) Okada's right to recover Acis 7 Proceeds and/or PetroCap Proceeds as set forth herein does not make Okada or any of the Okada Parties a beneficiary of the Highland Indemnity Trust.

8. Dismissal with Prejudice. Within five (5) business days of the Settlement Effective Date, the Litigation Trustee shall file with the Bankruptcy Court a notice of dismissal with prejudice of the Claims against the Okada Parties in the Adversary Proceeding.

9. Release of Claims by HCMLP and the Litigation Trustee. Upon the Settlement Effective Date, the Reorganized Debtor, the Litigation Trustee and the Claimant Trust, on behalf of themselves and HCMLP, their trustees, managers, agents, boards of directors or oversight,

and attorneys, predecessors, successors, and assigns, unconditionally and irrevocably release, acquit and forever discharge, settle, and compromise any and all claims, causes of actions, counterclaims, demands, liabilities, suits, debts, costs, expenses, liens, rights and remedies it has, had or may have, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, at law or in equity, against any of Okada, MAP 1, MAP 2 and Tonomura, and their respective trustees, employees, managers, agents, and attorneys, arising out of or relating to HCMLP, the Bankruptcy Case, and the Adversary Proceeding, *provided, however*, that the foregoing shall not release any obligations under or claim for breach of this Agreement. For the avoidance of doubt, this release does not apply to any of the other parties named as defendants in the Amended Complaint.

10. Release of Claims by the Okada Parties. Upon the Settlement Effective Date, the Okada Parties each, on behalf of themselves and predecessors, successors, and assigns, unconditionally and irrevocably release, acquit and forever discharge, settle, and compromise any and all claims, causes of actions, counterclaims, demands, liabilities, suits, debts, costs, expenses, liens, rights and remedies they have, had or may have, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, at law or in equity, against any of HCMLP, the Reorganized Debtor, the Litigation Trustee, the Claimant Trust, the Claimant Trustee, the Highland Indemnity Trust or its trustee, the Indemnity Trust Administrator, and their respective trustees, employees, managers, agents, boards of directors or oversight, and attorneys, arising out of or relating to HCMLP, the Bankruptcy Case, the administration of the Claimant Trust, and the Adversary Proceeding, *provided, however*, the Okada Parties retain and do not release or waive their vested Contingent Interests and retain the right to receive any unvested Claimant Trust Interests or contingent Claimant Trust Interests issued to them on account of their HCMLP equity interests or otherwise pursuant to the Plan, *provided further* that the foregoing shall not release any obligations under or claim for breach of this Agreement.

11. California Civil Code § 1542. Without suggesting that California law is applicable, each Party expressly waives and relinquishes any and all provisions, rights and benefits conferred by California Civil Code § 1542 or any similar law of any state or territory of the United States or any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542 with respect to rights, claims, and interests released pursuant to this Agreement. Section 1542 provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

12. Okada Parties' Claimant Trust Interests. The Okada Parties agree that they will each hold and not transfer to any third party (before or after any such interests ever become vested or non-contingent) any unvested Claimant Trust Interests or contingent Claimant Trust Interests issued to them on account of their HCMLP equity interests or otherwise pursuant to the Plan.

13. Hunter Mountain Notes. The Okada Parties affirm that all outstanding notes due and owing to any of Okada, MAP 1 or MAP 2 from the Hunter Mountain Investment Trust are subordinated to and will be paid after any valid note obligations due and owing by Hunter Mountain Investment Trust to HCMLP, but are not subordinated to any other obligations of Hunter Mountain Investment Trust. The Parties' rights with respect to all issues concerning the Hunter Mountain Investment Trust and its obligations are expressly reserved.

14. Representations and Warranties.

- (a) Okada represents that he owns his interests in the Highland Multi Strategy Credit Fund Ltd. free and clear and without any encumbrances.
- (b) Okada represents that owns his 25% interests in Highland CLO Assets Holdings Ltd. free and clear and without any encumbrances.

15. Binding Effect. Each Party represents and warrants that this Agreement is given in good faith and that entry into and execution of this Agreement is not the product or result of any duress, economic or otherwise. Each individual signing this Agreement on behalf of a Party or Parties has the power and authority (a) to enter into this Agreement on behalf of the Party or Parties on whose behalf he or she has signed and (b) to sign the Agreement. This Agreement shall be binding upon the Parties hereto and their predecessors, successors, and assigns.

16. Entire Agreement. The Parties represent that this Agreement constitutes the entire agreement among them and that this Agreement may not be changed, modified or altered in any manner, except in writing, signed by each Party.

17. No Admission of Liability. Neither this Agreement nor the fact of its execution shall constitute an admission or acknowledgement of liability or wrongdoing by any Party.

18. Execution of Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signature delivered by a Party electronically shall be deemed an original signature hereto.

19. Jurisdiction/Choice of Law. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to this Agreement, including, without limitation, for purposes of enforcing the terms and conditions of this Agreement. This Agreement shall be governed by the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

20. No Waiver. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement or applicable law shall operate as a waiver by that Party of any such right, power, or privilege.

21. Severability. If, after the Settlement Effective Date, any term, clause, or provision of this Agreement is invalidated or unenforceable by operation of law or otherwise, the Parties shall negotiate in good faith a replacement, but legally valid, term, clause, or provision that best meets the intent of the Parties. The remaining provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any Party.

22. Representations of Authority. The persons signing below each represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Party on whose behalf he or she signs.

23. Reliance on Own Counsel. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated at arm's-length, with the advice and participation of counsel, and prepared at the joint request, direction and instruction of the Parties, and shall be interpreted in accordance with its terms without favor to either Party.

24. Costs. Each Party to this Agreement shall bear its own attorneys' fees and costs incurred in connection with this Agreement and completion of the obligations contemplated herein.

25. Notices. For purposes of this Agreement, any notice to the Parties shall be in writing and delivered via email or overnight courier as follows:

if to the Reorganized Debtor, the Claimant Trustee, or the Indemnity Trust Administrator to:

James P. Seery, Jr.  
c/o Highland Capital Management, L.P.  
100 Crescent Court, Suite 1850  
Dallas, Texas 75201  
Email: JSeery@highlandcapital.com

with copies to:

John Morris  
Pachulski Stang Ziehl & Jones LLP  
780 Third Avenue, #34  
New York, New York 10017  
Email: jmorris@pszjlaw.com

if to the Litigation Trustee, to:

Marc S. Kirschner  
Teneo  
280 Park Avenue, 4<sup>th</sup> Floor  
New York, NY 10017

with copies to:

Quinn, Emanuel, Urquhart & Sullivan LLP  
51 Madison Avenue  
New York, NY 10010  
Attn: Robert S. Loigman  
Email: robertloigman@quinnemanuel.com

If to the Okada Parties, to:

Mark K. Okada  
9008 Briarwood Lane  
Dallas, Texas 75209  
Email: mokadadallas@gmail.com

with copies to:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attn: Brian D. Glueckstein  
Email: gluecksteinb@sullcrom.com

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date set forth below.

Dated: January 11, 2024

Mark K. Okada

By:   
Mark K. Okada

Dated: January \_\_, 2024

Mark & Pamela Okada Family Trust – Exempt Trust #1

By: \_\_\_\_\_  
Lawrence Tonomura, solely in his capacity as  
Trustee of the Mark & Pamela Okada Family Trust –  
Exempt Trust #1

with copies to:

Quinn, Emanuel, Urquhart & Sullivan LLP  
51 Madison Avenue  
New York, NY 10010  
Attn: Robert S. Loigman  
Email: robertloigman@quinnemanuel.com

If to the Okada Parties, to:

Mark K. Okada  
9008 Briarwood Lane  
Dallas, Texas 75209  
Email: mokadadallas@gmail.com

with copies to:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attn: Brian D. Glueckstein  
Email: gluecksteinb@sullcrom.com

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date set forth below.

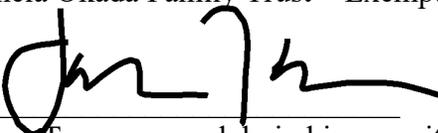
Dated: January \_\_, 2024

Mark K. Okada

By: \_\_\_\_\_  
Mark K. Okada

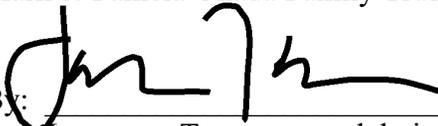
Dated: January 11, 2024

Mark & Pamela Okada Family Trust – Exempt Trust #1

By:  \_\_\_\_\_  
Lawrence Tonomura, solely in his capacity as  
Trustee of the Mark & Pamela Okada Family Trust –  
Exempt Trust #1

Dated: January 11, 2024

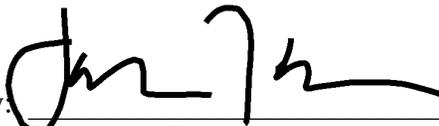
Mark & Pamela Okada Family Trust – Exempt Trust #2

By: \_\_\_\_\_

Lawrence Tonomura, solely in his capacity as  
Trustee of the Mark & Pamela Okada Family Trust –  
Exempt Trust #2

Dated: January 11, 2024

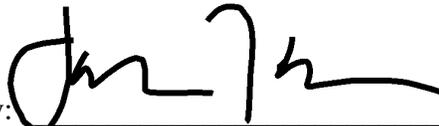
Lawrence Tonomura, solely in his capacity as Trustee of  
the Mark & Pamela Okada Family Trust – Exempt Trust  
#1

By: \_\_\_\_\_

Lawrence Tonomura

Dated: January 11, 2024

Lawrence Tonomura, solely in his capacity as Trustee of  
the Mark & Pamela Okada Family Trust – Exempt Trust  
#2

By: \_\_\_\_\_

Lawrence Tonomura

Dated: January   , 2024

Marc S. Kirschner, solely in his capacity as Litigation  
Trustee of the Highland Litigation Sub-Trust

By: \_\_\_\_\_

Marc S. Kirschner

Dated: January \_\_, 2024

Mark & Pamela Okada Family Trust – Exempt Trust #2

By: \_\_\_\_\_  
Lawrence Tonomura, solely in his capacity as  
Trustee of the Mark & Pamela Okada Family Trust –  
Exempt Trust #2

Dated: January \_\_, 2024

Lawrence Tonomura, solely in his capacity as Trustee of  
the Mark & Pamela Okada Family Trust – Exempt Trust  
#1

By: \_\_\_\_\_  
Lawrence Tonomura

Dated: January \_\_, 2024

Lawrence Tonomura, solely in his capacity as Trustee of  
the Mark & Pamela Okada Family Trust – Exempt Trust  
#2

By: \_\_\_\_\_  
Lawrence Tonomura

Dated: January 4, 2024

Marc S. Kirschner, solely in his capacity as Litigation  
Trustee of the Highland Litigation Sub-Trust

By:  \_\_\_\_\_  
Marc S. Kirschner

Dated: January 11, 2024

Highland Capital Management, LP

By:   
James P. Seery, Jr.  
Chief Executive Officer

Dated: January 11, 2024

Highland Claimant Trust

By:   
James P. Seery, Jr.  
Claimant Trustee

Dated: January 11, 2024

Highland Indemnity Trust

By:   
James P. Seery, Jr.  
Indemnity Trust Administrator, as express agent of  
the Highland Indemnity Trust