

<p>ARTHUR MAGOWSKI, as custodian of his IRA, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>THE PARKING REIT, INC., <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>IN THE</p> <p>CIRCUIT COURT</p> <p>FOR</p> <p>BALTIMORE CITY</p> <p>Case No. 24-C-19-003125</p> <p>LEAD CASE</p>
---	---

ORDER AND FINAL JUDGMENT

A hearing was held before this Court on July 16, 2021, pursuant to this Court’s Order of Preliminary Approval and for Notice and Scheduling, dated April 20, 2021 (the “Preliminary Approval Order”), upon a Stipulation and Agreement of Compromise, Settlement, and Release that was filed on April 16, 2021 (the “Stipulation”) in the above-captioned consolidated action, Case No. 24-C-19-003125 (the “Consolidated Action”), which Preliminary Approval Order and Stipulation are incorporated herein by reference. It has been demonstrated that due notice of said hearing was given in accordance with the aforementioned Preliminary Approval Order and that said notice was adequate and sufficient; and the parties having appeared by their attorneys of record; the Court having considered the submissions and the presentations concerning the proposed Settlement (as defined in the Stipulation), including the Supplemental Notice sent by FedEx to thirty-four (34) Settlement Class Members (defined below) who through an inadvertent error were not included in the mailing of the Long-Form Notice made by the Settlement Administrator on May 11, 2021, and the application for an award of attorneys’ fees and expenses and contribution awards; the attorneys for the respective parties having been heard in support of

the Settlement; an opportunity to be heard having been given to all others as provided in the notice; and the entire matter of the Settlement having been considered by the Court including, among other matters, the benefits of the proposed Settlement and the risks, complexity, expense and probable duration and disruption associated with further litigation as well as for the reasons stated by the Court on the record at the conclusion of the hearing on July 16, 2021,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this 23rd day of July, 2021, as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the Stipulation.

2. The Summary and Long-Form Notices regarding Pendency and Proposed Settlement of Class and Derivative Actions, Settlement Approval Hearing, and Right to Appear concerning the Consolidated Action have been given to the Settlement Class (as defined herein) pursuant to and in the manner directed by the Preliminary Approval Order, with the Supplemental Notice (the Summary, Long-Form and Supplemental Notice, collectively referred to as the “Notices”), sent by FedEx to the thirty-four Settlement Class Members not included in the mailing of the Long-Form Notice made on May 11, 2021 as directed by the Court, and proof of the posting, mailing and publication of the Notices has been filed with the Court; and full opportunity to be heard has been offered to all parties and the Settlement Class. The form and manner of providing the Notices are hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Rule 2-231(f) of the Maryland Rules, due process, and applicable law, and constitutes due and sufficient notice to all Persons entitled thereto, and it is further determined that all members of the Settlement Class are bound by this Order and Final Judgment. The members of the Settlement Class may hereinafter

be referred to, individually and collectively, as “Settlement Class Members.”

3. Based on the record in the Consolidated Action, the Court finds and concludes that each of the requirements of Rule 2-231(b) of the Maryland Rules for maintaining a class action have been satisfied. Specifically, with regard to those requirements, the Court finds as set forth in this Paragraph. The Settlement Class satisfies the numerosity requirement of Rule 2-231(b)(1). The Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, as the record demonstrates over 6 million issued and outstanding shares of TPR common stock, which are held by hundreds of record or beneficial stockholders that comprise the Settlement Class. There are common issues of fact and law sufficient to satisfy Rule 2-231(b)(2), including but not limited to issues regarding the terms of the Internalization Transaction, disclosure issues regarding the SEC Filings of TPR or its predecessors, issues regarding the obligations, including fiduciary obligations, of directors, and issues over whether Plaintiffs and any Settlement Class Members were injured or suffered any damages as a consequence of Defendants’ actions. The claims of the Plaintiffs are typical of the claims of absent Settlement Class Members in that they all arise from the same allegedly wrongful conduct and are based on the same legal theories, satisfying Rule 2-231(b)(3). Plaintiffs and their counsel are adequate representatives of the Settlement Class and able to adequately and fairly protect and represent the Settlement Class, satisfying Rule 2-231(b)(4).

4. Based on the record in the Consolidated Action, the Court finds and concludes that the requirements of Rule 2-231(c)(1) of the Maryland Rules for a non-opt-out class are satisfied. Specifically, with regard to those requirements, the Court finds as set forth in this Paragraph. The class claims asserted in the Litigations (“Class Claims”) allegedly arose from corporate acts of TPR, including the Board’s decision to enter into the Contribution Agreement on behalf of TPR

and TPR's subsequent issuance of common stock to the Advisor; the amount of each Settlement Class Member's alleged damages resulting from the Board's decision to enter into the Contribution Agreement and from TPR's issuance of common stock is in direct proportion to the number of shares held or owned by each Settlement Class Member; the Class Claims are uniform across the Settlement Class and tied to ownership of Class Shares as defined in the Stipulation, rather than individualized; the share for each Settlement Class Member eligible to participate in distribution from the Net Settlement Funds is determined on a prorated, per-share basis based on the number of shares owned by the Settlement Class Member at the time of distribution; and thus, the Class Claims are not personal to Settlement Class Members, traveling with the shares to the subsequent owner upon a sale of them. Accordingly, the Court concludes that the prosecution of separate actions by individual Settlement Class Members would create a risk of (A) inconsistent or varying adjudications with respect to individual Settlement Class Members that would establish incompatible standards of conduct for the Defendants, particularly with regard to the Class Shares as defined below, and (B) adjudications with respect to individual Settlement Class Members would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their rights. The requirements of Maryland Rule 2-321(c)(1) are, therefore, satisfied.

5. Based on the record in the Consolidated Action, the Court further finds and concludes that the requirements of Rule 2-231(c)(2) of the Maryland Rules for a non-opt-out class are also satisfied. Specifically, with regard to those requirements, the Court finds as set forth in this Paragraph. Defendants have acted on grounds generally applicable to all Settlement Class Members, Plaintiffs sought declaratory relief in the form of an order invalidating the shares that TPR had issued to the Advisor pursuant to the Contribution Agreement and injunctive relief in the

form of an order prohibiting TPR from issuing additional shares to the Advisor pursuant to the Contribution Agreement, and the Settlement provides for cancellation of shares that were scheduled to be issued to the Advisor pursuant to the Contribution Agreement, thereby making appropriate final injunctive and declaratory relief with respect to the Settlement Class as a whole, as prayed for in the complaints filed in this Consolidated Action. The requirements of Rule 2-321(c)(2) are, therefore, satisfied.

6. Accordingly, the Settlement Class is hereby certified, pursuant to Maryland Rules 2-311(b), 2-321(c)(1) and 2-321(c)(2), as a non-opt-out class defined as record holders and beneficial owners of shares of common stock of TPR issued and outstanding as of March 29, 2019 (the "Class Shares" or a "Class Share"), holding or owning Class Shares at any time from and including March 29, 2019 until and including the date of Final Court Approval of the Settlement, together with any and all assignees, transferees, successors, successors-in-interest, heirs, executors, representatives, trustees and administrators with regard to Class Shares. For clarity and the avoidance of doubt, the Settlement Class includes any Person that held or owned a Class Share on March 29, 2019, regardless of when acquired or whether held or owned thereafter, or that acquired a Class Share at any time after March 29, 2019 and regardless of how or in what form the Class Shares are or were held or owned. The Settlement Class excludes: Defendants, and their officers, directors, subsidiaries and affiliates; (b) all judges assigned to the Litigations and any members of their immediate families; and (c) the Parties' counsel of record in the Litigations.

7. The Court has appointed, and hereby confirms and approves, Blau & Malmfeldt, Girard Sharp LLP, and Kramon & Graham P.C., as counsel for the Settlement Class to represent the Plaintiffs and the Settlement Class in connection with the Settlement and its consummation and execution. The Court has designated, and hereby confirms and approves, Plaintiffs Arthur

Magowski and Michelle Barene as the named class representatives for the Settlement Class.

8. The Court finds and concludes that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and is hereby approved pursuant to Rules 2-231(i) and 2-231(j) of the Maryland Rules. The Court further finds and concludes that the Settlement is in the best interests of TPR as the nominal defendant in the Consolidated Action and under the derivative claims identified in the Magowski Derivative Demand. In addition to its own independent evaluation of the Settlement, the Court further notes that the deadline set forth in the Notices for any Settlement Class Member to file an objection to the Settlement, including the extended deadline under the Supplemental Notice, passed with no objection having been made to the Settlement. The Parties to the Stipulation are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

9. The Court finally approves the Maryland Plaintiffs' proposed plan of distribution as set forth in Exhibit 2 to the Memorandum of Law in Support of Maryland Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Derivative Settlement, Preliminary Certification of Settlement Class and Approval of Notice. Counsel for the Settlement Class shall direct the Settlement Administrator to make prorated distributions of the Net Settlement Funds to Settlement Class Members holding Class Shares as of the Effective Date of the Settlement.

10. This Court has jurisdiction over the subject matter of the Consolidated Action, including all matters necessary to effectuate the Settlement and this Order and Final Judgment and over all parties to the Consolidated Action. Without affecting the finality of this Order and Final Judgment, the Court reserves jurisdiction of and over all matters relating to the consummation and administration of the Settlement.

11. Upon the Effective Date of the Settlement, Plaintiff Releasers and Defendant

Releasors shall be deemed to have, and by operation of law and of this Order and Final Judgment shall have, fully, finally and forever discharged, settled, and released their rights to assert each and every of the Released Claims; and the Plaintiffs and Settlement Class Members, and any counsel purporting to represent any Settlement Class Member(s), are hereby permanently barred, enjoined and restrained from instituting, commencing or prosecuting in any action or proceeding any Released Plaintiff Claims against any of the Defendant Releasees.

12. In addition to the foregoing release, upon the Effective Date of the Settlement, all Plaintiff Releasors and Settlement Class Members, individually and collectively, shall be deemed to have covenanted and agreed for all purposes, whether by direct or derivative action, not to sue any Defendant Releasees for any matter or circumstance whatsoever, even if occurring in the future, arising out of, based upon or relating to any subject included in the definition of Released Plaintiff Claims, including without limitation the Bombe Transactions or the Bombe Transactions Closing.

13. "Released Plaintiff Claims" means all Claims and causes of action of every nature and description, whether known Claims or Unknown Claims and whether direct or derivative, arising under, based upon or relating to any state or federal statutory law or common law, including without limitation any federal or state securities law, that were or could have been asserted in the Litigations or in any other forum, directly by or on behalf of any Settlement Class Member or derivatively on behalf of TPR, that arise out of, are based upon, or relate to (x) the allegations, acts, events, transactions, facts, matters or occurrences, statements, representations, misrepresentations or omissions, or any other matter, thing, or cause, whatsoever, or any series thereof, embraced, involved, set forth, or referred to in the complaints and amended complaints in the Litigations, including any claims or matters relating to or arising out of the MVP Merger, the

Internalization Transaction or any SEC Filings relating in any way to the matters included within the scope of this part (x), (y) the Bombe Transactions, the Equity & Contribution Agreement or any other agreement described or referenced in or related to the Equity & Contribution Agreement, including without limitation the Tender Offer, or (z) the negotiation, consideration or approval by TPR's Board of Directors (and the individual directors) or any Special Committee (and its director members) of TPR's Board of Directors of any matter, agreement or transaction included within the scope of parts (x) and (y); *provided, however*, that the Released Plaintiff Claims shall not include any claims arising out of or based upon this Stipulation or the enforcement of the terms of the Settlement. For clarity and avoidance of doubt, the Released Plaintiff Claims include, without limitation, any known Claims or Unknown Claims, whether direct or derivative, by Plaintiffs or any Settlement Class Member asserted in or that could have been asserted in the *SIPDA* Action, including the Claims brought or that could have been brought in the *SIPDA* Action under federal securities laws as well as any Claims that arise out of, are based upon, or relate to any conduct of the Defendant Releasees prior to the Bombe Transactions Closing arising out of or relating in any way to the Claims in the Litigations or to the Bombe Transactions.

14. "Released Defendant Claims" means all Claims and causes of action of every nature and description, whether known Claims or Unknown Claims under any state or federal statutory law or common law that arise out of, are based upon, or relate to the institution, prosecution, or settlement of the claims asserted in the Litigations; *provided, however*, that the Released Defendant Claims shall not include any claims arising out of or based upon this Stipulation or the enforcement of the Settlement.

15. "Claims" means and includes all and every manner of action and actions, cause and causes of action, or any and all claims, demands, sanctions, and liabilities whatsoever of every

name and nature, whether at common law in contract, tort, or otherwise or by statute, rule or regulation, both federal and state and regardless of any subject matter jurisdictional limitations, whether known or unknown, suspected or unsuspected, accrued or unaccrued, now existing or which may develop in the future, in law, equity, or otherwise.

16. "Unknown Claims" means any Released Plaintiff Claims which Plaintiffs, on behalf of themselves and on behalf of the Settlement Class, or Defendants do not know or suspect to exist in favor of that Party at the time of the release of such claims and any Released Defendant Claims which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which, if known by the Party, might have affected the Party's decision(s) with respect to this Settlement. With respect to any and all Released Plaintiff Claims and Released Defendant Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs, Settlement Class Members, and Defendants shall expressly waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which 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.

17. The Consolidated Action and the Released Claims are hereby dismissed with prejudice on the merits as to and against Plaintiffs and all Settlement Class Members, and in favor of all Defendants named in the Consolidated Action and named as Defendant Releasees respectively, and without fees or costs (except as provided below in Paragraph 20).

18. This Order and Final Judgment, the Settlement, the Stipulation, the Preliminary

Approval Order, the negotiations leading to the execution of the Stipulation, and/or any proceedings taken pursuant to or in connection with the Settlement and/or approval of the Settlement (including any arguments proffered in connection therewith), shall not be: (a) offered against any of the Defendant Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendant Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Litigations, or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendant Releasees, or in any way referred to for any other reason as against any of the Defendant Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; or (b) offered against any of the Plaintiff Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiff Releasees that their claims lack merit, that any of the Defendant Releasees had meritorious defenses, or that damages recoverable under any complaint would not have exceeded the Settlement consideration, or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement;

19. Notwithstanding Paragraph 18 above, in order to support any and all defenses or counterclaims based on 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, any of the Parties, any of the Defendant Releasees, and any of the Plaintiff Releasees may file this Order and Final Judgment, the Stipulation, or any judgment, or order related thereto

in any action that may be brought against any or all of them.

20. Plaintiffs' Counsel are hereby awarded attorneys' fees and expenses in the total amount of \$3,074,916.67, which sum the Court finds to be fair, reasonable, and in accordance with applicable law, and which shall be paid to Plaintiffs' Counsel from the Settlement Funds in accordance with the terms of the Stipulation. Plaintiff and Class Representative Arthur Magowski is hereby awarded a contribution award in the amount of \$3,500.00, Plaintiff and Class Representative Michelle Barene is hereby awarded a contribution award in the amount of \$3,500.00, and Plaintiff SIPDA Revocable Trust is hereby awarded a contribution award in the amount of \$3,500.00, all of which the Court finds to be fair, reasonable, and in accordance with applicable law, and which shall be paid to Plaintiffs' Counsel from the Settlement Funds in accordance with the terms of the Stipulation. Plaintiffs' Counsel shall be responsible for distribution from the Settlement Funds of the contribution award amounts to the Plaintiffs.

21. The effectiveness of this Order and Final Judgment and the obligations of Plaintiffs, Plaintiffs' Counsel, the Settlement Class, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal that relates solely to: (a) an issue of an application by Plaintiffs' Counsel or Settlement Class Counsel for an award of attorneys' fees and expenses or an award thereof; (b) an issue of a Plaintiff's or a Class Representative's application for a contribution award or an award thereof; or (c) some combination of the foregoing matters.

22. In the event that the Settlement fails to become effective in accordance with its terms, or if this Order and Final Judgment is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if any party elects to terminate the Settlement), this Order and Final Judgment (except Paragraph 18 and this Paragraph 22) shall be null and void, the Settlement shall be deemed terminated, and the Parties shall return to their positions as provided

for in the Stipulation.

23. The Court further orders, adjudges, and decrees that: (a) any remaining open motions in the Consolidated Action that are not addressed in this Order and Final Judgment are hereby denied without prejudice as moot; and (b) all other relief be, and is hereby, denied, and that this Order and Final Judgment disposes of all the claims of all the parties in the Consolidated Action.

24. The Clerk of the Court is directed to enter and docket this Order and Final Judgment in the Consolidated Action.

LAWRENCE P. FLETCHER-HILL, JUDGE
Signature Appears on Original Document Only

The Honorable Lawrence P. Fletcher-Hill
Judge, Circuit Court for Baltimore City