

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is between Maria Mack (“Ms. Mack”), individually and on behalf of similarly situated persons, and Migdal 1 LLC d/b/a Hyundai of Bedford (“HOB”).

WHEREAS, Ms. Mack requested a price quote for a 2019 Hyundai Santa Fe, (hereinafter the “Hyundai”), featured on HOB’s website;

WHEREAS, based upon the interactions of the parties and representations made relating to the sale of the vehicle, Ms. Mack purchased the Hyundai for more than the advertised price;

WHEREAS, Ms. Mack filed a Putative Class Action Claim against HOB alleging violation of the Ohio Consumer Sales Practices Act, R.C. § 1345.02(A) & (B); 1345.03(A) & (B); claims of fraud and forgery and seeking injunctive, declaratory, compensatory, statutory damages, interest, and attorneys’ fees in Cuyahoga County, Ohio Court of Common Pleas, Case No. CV 21 957774 (hereinafter the “Litigation”);

WHEREAS, HOB denies the allegations in the Litigation but desires to settle the Litigation on the terms and conditions set forth herein to avoid the burden, expense, and uncertainty of the Litigation;

WHEREAS, counsel for Ms. Mack and the putative class (“Class Counsel”) has conducted an investigation into the facts and law related to the Litigation, engaged in informal discovery directed toward HOB including the receipt of information from HOB at, or in connection with mediation, and analyzed and evaluated the merits of the Parties’ contentions and how this Agreement will impact all parties, including Ms. Mack and the members of the putative class; and

WHEREAS, given the risks of continued litigation, and the likelihood that the Litigation, if not settled now, will be protracted and expensive, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that a settlement with HOB is in the best interests of the Settlement Class.

NOW THEREFORE, in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, subject to the Court's approval, hereby agree and covenant as follows:

I. DEFINITIONS

As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

- A. "Agreement" means this Settlement Agreement.
- B. "Class Counsel" means Ronald Frederick of the law firm of Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.
- C. "Class Notice" means the notification of settlement that will be mailed to Settlement Class Members in substantially the form that is attached hereto as Exhibit A1.
- D. "Court" means the Cuyahoga County, Ohio Court of Common Pleas.
- E. "Distribution Date" is 30 days after the Effective Date as set forth in paragraph F below.
- F. "Effective Date" means the day the Final Approval Order becomes final, which shall be the later of: (i) if an appeal of the Final Approval Order is not filed, the 31st day after it is entered (the date following the date on which it is no longer subject to review by appeal or otherwise); or (ii) if an appeal

of the Final Approval Order is filed, on the day following the date the Final Approval Order is not subject to further judicial review or appeal, provided that the Final Approval Order is not reversed or modified in any way by the Court or an appellate court which is not mutually acceptable to the Parties.

- G. “Final Approval Hearing” means the hearing held before the Court at which time the Court will either grant approval of this Agreement and enter the Final Approval Order or deny approval of this Agreement.
- H. “Final Approval Order” means an order entered by the Court approving this Agreement, dismissing all claims with prejudice, entering final judgment, and awarding attorneys’ fees, costs, and expenses, substantially in the form attached hereto as Exhibit A2.
- I. “Litigation” means the case entitled *Mack v. HOB* in the Cuyahoga County, Ohio Court of Common Pleas, Case No. CV-21-957774, including the Complaint.
- J. “Person” means one or more individuals obligated individually or jointly, directly impacted by advertisement techniques.
- K. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Settlement Class, substantially in the form attached hereto as Exhibit A3.
- L. “Settlement Administrator” means American Legal Claims Services, LLC or other entity in the business of class action settlement administration

selected by HOB with the agreement of Class Counsel and approved by the Court.

- M. “Settlement Class Account” means the account relating to a Settlement Class Member’s vehicle Retail Installment Sales Contract that is subject to this Agreement.
- N. “Settlement Class Member” means a Person who is a member of the Settlement Class and that Person’s heirs, successors, executors, administrators, trustees, predecessors, representatives, and assigns. A Settlement Class Member includes all individuals obligated under a Settlement Class Account. Where a Settlement Class Account has multiple obligors, the obligors collectively will constitute a single Settlement Class Member entitled to a single joint recovery.
- O. The “Settlement Class” consists of 485 class members, but the final number of class members will be determined at the time of preliminary approval taking into account the exclusions identified above. The “Settlement Class” means all persons who: (a) purchased and/or leased a vehicle from HOB primarily for personal, family, and/or household use within four (4) years of the date of filing the complaint until this class is certified; and (b) were charged an amount greater than the price it advertised for the vehicle.
- P. “Settlement Fund” means the fund described in paragraph II(B)(I) of this Agreement.

II. TERMS AND CONDITIONS

A. Ms. Mack and HOB agree to the following terms and conditions of this Agreement. The relief provided in this Agreement is in full satisfaction and release of the claims against HOB and the Released Parties as described in Section III of this Agreement. Solely for the purposes of the settlement and the proceedings contemplated herein, the Parties stipulate and agree to the certification of the Settlement Class described in paragraph I(O).

Settlement Procedures

1. Ms. Mack, through Class Counsel, shall promptly move the Court pursuant to Ohio Rule of Civil Procedure 23(E) for preliminary approval of the Agreement and seek entry of the Preliminary Approval Order granting conditional approval of the terms of settlement under this Agreement; certifying, for settlement purposes only pursuant to Ohio Rule of Civil Procedure 23(B)(3), the Settlement Class as described in paragraph I(O) above; approving the Class Notice; directing that the Class Notice be distributed to Settlement Class Members in the manner described herein; approving class settlement procedures; and, setting a Final Approval Hearing. HOB shall not oppose the motion for preliminary approval.

2. No later than 10 days after entry of the Preliminary Approval Order, HOB shall provide a list of the names, addresses, and account numbers of all Settlement Class Members (the "Class List") to Class Counsel and the Settlement Administrator. The Class List shall also set forth the amount of monetary relief for each Class Member. The Class List provided to the Settlement Administrator shall state the last known addresses of the Settlement Class Members according to HOB's records. The Class List shall be in an electronic format that Class Counsel and the Settlement Administrator can use readily.

3. No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice by First-Class Mail to all Settlement Class Members identified on the Class List.

4. Before mailing the Class Notices, the Settlement Administrator shall perform an address check of the entire Class List through the United States Postal Service's National Change of Address database to update the addresses of Settlement Class Members. For class Notices returned by the Postal Service for lack of a correct address, the Settlement Administrator shall attempt a further address search using a recognized information broker such as Lexis/Nexis and re-mail the Class Notice by First-Class Mail to any subsequently obtained addresses. Only one re-mailing will be required under this section. Neither HOB nor the Settlement Administrator will be responsible for the failure of the postal service to timely deliver or return a Class Notice and will have no obligation to re-send a Class Notice that is not returned by the postal service more than 14 days prior to the Final Approval Hearing.

5. No later than seven days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court and Class Counsel with a declaration confirming that the Class Notices were mailed to Settlement Class Members, and the steps taken during the Class Notice process.

6. Any Settlement Class Member who intends to object to the fairness of this Agreement must, by the date specified in the Preliminary Approval Order, file an objection with the Court in the manner prescribed under this Agreement and the Preliminary Approval Order, and provide copies of the objection to the Settlement Administrator, to HOB's counsel, Bryan T. Kostura, Flannery | Georgalis, LLC, 1375 E. 9th Street, 30th Floor, Cleveland, Ohio 44114 and to

Class Counsel, Ronald Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.

7. Any objection to this Agreement must include:
 - a) the objector's full name, address, and telephone number;
 - b) a written and notarized statement of all grounds for the objection accompanied by any legal support for such objection;
 - c) copies of any papers, briefs, or other documents upon which the objection is based;
 - d) a statement whether the objector or his or her counsel intends to appear and argue at the Final Approval Hearing; and
 - e) a list of all cases in which the objector and/or his or her counsel has filed objections to a class action settlement in the preceding five years.
8. If the objector intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear and argue at the Final Approval Hearing.
9. An objection by any individual obligated on a Settlement Class Account will be deemed to be an objection on behalf of all obligors on the Settlement Class Account.
10. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who have submitted an objection in compliance with this Agreement and the Preliminary Approval Order. No witness testimony will be allowed, nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits.

11. Any Settlement Class Member who does not file a timely written objection in compliance with this Agreement and the Preliminary Approval Order, or who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking any adjudication or review of this Agreement by appeal or otherwise.

12. Any Settlement Class Member who wishes to be excluded from the Settlement Class must file a request for exclusion (opt-out) with the Court and provide copies to Class Counsel, counsel for HOB, and the Settlement Administrator at the addresses specified and by the date recited in the Preliminary Approval Order. To be effective, the request for exclusion must be received at the addresses specified in the Preliminary Approval Order by the opt-out deadline set forth in the Preliminary Approval Order and:

- a) include the Settlement Class Member's full name, address, and telephone number; and
- b) specifically and unambiguously state his or her desire to be excluded from the Settlement Class in Case No. CV-21-957774, *Mack v. HOB*.

13. A request for exclusion filed by any individual obligated on a Settlement Class Account will be deemed to be a request for exclusion filed on behalf of all obligors on the Settlement Class Account.

14. Any Settlement Class Member who fails to file a timely and complete request for exclusion with the Court and to send copies to the proper addresses shall be subject to and bound by this Agreement and every order or judgment entered pursuant to this Agreement. Any purported request for exclusion that is ambiguous or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Any communications from Settlement Class

Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated by the Settlement Administrator and jointly by counsel for the Parties, who will make a good-faith evaluation regarding the intent. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.

15. The Settlement Administrator will maintain a list of all requests for exclusion and shall report the names and addresses of all such persons requesting exclusion to the Court, counsel for HOB, and Class Counsel at least seven days prior to the Final Approval Hearing to assure consistency with the record of requests for exclusions filed with the Court. The list of Persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

16. Ms. Mack, Class Counsel, HOB, and HOB's counsel represent and warrant that they have not, nor will they: (a) attempt to void this Agreement in any way except as authorized by Paragraph IV(B); (b) opt out of the Settlement Class under this Agreement; (c) solicit or encourage Settlement Class Members to opt out of this Settlement or (d) solicit or encourage any effort by any person (natural or legal) to object to the Settlement under this Agreement. Nothing herein shall prohibit Class Counsel from responding to any Settlement Class Member inquiry with advice that Class Counsel deems appropriate given the Settlement Class Member's individual circumstances.

17. Before the Final Approval Hearing, Ms. Mack, through Class Counsel, shall request that the Court grant final approval of the Agreement, approving it as fair, reasonable, adequate, and binding on all Settlement Class Members who have not opted out. The Final

Approval Order (Exhibit A2) shall order that the Incentive Award to Ms. Mack be paid; order the establishment of the Settlement Fund by HOB, order the payment of the award of attorneys' fees, costs, and expenses as approved by the Court to Class Counsel from the Settlement Fund in accordance with this Agreement; enter final judgment in accordance with this Agreement; and order dismissal with prejudice of the claims of Ms. Mack and the Settlement Class Members against HOB asserted in the Litigation and include a bar order provision. HOB shall join in this request.

18. HOB shall pay all costs of the settlement administration, including but not limited to, costs related to class notice, address updates, and a Settlement Class Member questions website. These costs shall be separate from, and in addition to, relief provided to Settlement Class Members and the award of attorneys' fees, costs, and expenses to be paid from the Settlement Fund. HOB shall not be responsible for payment to Class Counsel of any attorneys' fees, costs, or expenses, in excess of the amount provided under paragraph II(B)(3), inclusive of any attorneys' fees, costs, or expenses that may be incurred by Class Counsel relating to settlement administration, any appeal or any objections to the settlement reached under to this Agreement.

B. Relief to Settlement Class Members and Award of Attorneys' Fees.

1. Within 14 days after the Effective Date, the Settlement Administrator will establish one or more separately maintained non-interest-bearing accounts at a federally insured financial institution or institutions into which HOB will deposit the total amount of \$224,875.00. This account or accounts and the amounts deposited therein by HOB shall constitute the "Settlement Fund."

2. On the Distribution Date, HOB shall provide the following relief to Ms. Mack and Settlement Class Members including monetary relief to be paid by the Settlement Administrator from the Settlement Fund:

a) Class Relief. HOB shall make a payment to the Settlement Class to fulfill the monetary portion of the Settlement Claim. It is understood by the Parties that the Settlement Payment of \$175.00 paid to each Settlement Class Account represents a compromise of disputed claim and is based on readily available information in lieu of an individual audit of each Settlement Class Account. The monetary relief available to be provided from the Settlement Fund to the Settlement Class Members totals approximately \$84,875.00. In no event shall HOB be required to contribute any additional amount to the Settlement Fund. HOB represents for purposes of this Agreement that the total amount of the cash settlement is \$84,875.00.

In addition to the monetary relief described herein, at the time of the issuance of the Settlement Payment to the Settlement Class members, each Class Account will also receive a one-time-use non-transferable certificate for \$750.00 to be applied toward a new or used vehicle or 50% off service, parts, labor, or accessories up to \$750.00 at the Hyundai of Bedford location.

b) Disbursement of Monetary Relief. Disbursements of monetary relief to Class Members will be by check issued by the Settlement Administrator from the Settlement Fund. If a Settlement Class Account for which monetary relief is available is in the name of more than one individual, the check issued pursuant to this paragraph shall be issued jointly payable to all individuals named on the Settlement Class Account. Checks issued to Settlement Class Members will be sent via First-Class Mail by the Settlement Administrator to the first named individual on the Settlement Class Account on or before the Distribution Date. Checks issued to Settlement Class Members pursuant to this Agreement will be void 180 days from the date of

issuance. One hundred eighty days after the last check is issued pursuant to this Agreement, the amount of funds remaining in the Settlement Fund representing uncashed checks shall be donated pursuant to part paragraph B(5) below upon approval by the Court in the Final Approval Order.

c) Disbursement of Certificates will be made in conjunction with the distribution of monetary relief specified in II(B)(2)(b). If a Settlement Account is in the name of more than one individual, the certificate issued pursuant to the paragraph shall be issued jointly thereby showing either of the account holders to use the Certificate. The Certificates are good for two (2) years from the date of issuance.

d) Class Representative Incentive Payment. Separate from, and in addition to, the relief provided elsewhere in this Agreement, and subject to Court approval, Ms. Mack shall be paid an incentive award of \$7,500.00 ("Incentive Award") to be paid solely from the Settlement Fund for representing the class. HOB shall not oppose Ms. Mack's request for the Incentive Award in this amount. The Incentive Award shall be paid by check issued from the Settlement Fund payable to Ms. Mack, and the check shall be delivered by the Settlement Administrator to Class Counsel by the Distribution Date.

3. Attorneys' Fees. Ms. Mack and Class Counsel will seek, and HOB shall not object to, an award of attorneys' fees, costs, and expenses to Class Counsel in an amount not greater than \$132,500.00 to be paid solely from the Settlement Fund. Payment of the attorneys' fees, costs, and expenses approved by the Court in accordance with this Agreement is separate from, and in addition to, the relief provided to the Settlement Class Members and shall not increase HOB's liability under this Agreement or the monies it owes any Party. Subject to approval by the Court, the fee awarded to Class Counsel will be the amount remaining in the Settlement Fund after deduction of the amount of the Incentive Award and the amount of monetary relief to Settlement

Class Members to be disbursed pursuant to paragraph III B(2)(c). Assuming approval of the fee award by the Court, the Settlement Administrator shall pay the award to Class Counsel from the Settlement Fund on the Distribution Date in accordance with instructions that Class Counsel will provide.

4. Any Settlement Class Member or other person may be represented by his or her counsel of choice, but all fees and expenses of such counsel will be paid by that Settlement Class Member or other person. HOB will not be responsible for any Settlement Class Member's attorneys' fees, costs, or expenses beyond what is specified in this Agreement.

5. Cy pres. Any amounts remaining in the settlement fund after disbursements to Settlement Class Members, payment of the class representative's incentive payment, and attorneys' fees, including amounts representing uncashed checks to class members, will be disbursed to the Legal Aid Society of Cleveland.

III. RELEASES

A. Upon the Effective Date, Ms. Mack and the Settlement Class Members who have not timely excluded themselves shall be deemed to have covenanted and agreed that, upon HOB's compliance with the terms of this Agreement, Ms. Mack and the Settlement Class Members shall release and forever discharge the Released Parties from all known and unknown claims, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, liens, costs, surcharges, losses, attorneys' fees, expenses, or liabilities of any kind, in law or in equity, for any relief, including monetary, statutory damage or statutory penalty, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, and all claims for any damages, damage to credit, penalties, attorneys' fees, costs, or expenses, whether known or unknown, alleged or not alleged, suspected or unsuspected,

contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or not, that concern, relate to, or arise out of HOB's contracts with members of the Settlement Class, including, but not limited to, claims relating to: (i) the making, granting of credit, any modification of, default or collection efforts relating to any of HOB's contracts with any Person in the Settlement Class; (ii) the motor vehicle subject of a Retail Installment Sales Contract including the repossession and disposition of the motor vehicle; (iii) any tax consequences arising out of any relief provided for under this Agreement; (iv) any claims for conversion or other common-law tort or other statutory claim of any type, whether arising from federal, state, or local law or regulation that the Settlement Class Members have or may have had, or now have, from the beginning of time up through and including the Effective Date, against any of the Released Parties. The release granted herein by Ms. Mack and the Settlement Class Members is a full and complete release of the Released Parties. "Released Parties" is defined as HOB, Migdal I LLC, and their respective affiliates, predecessor and successor companies, shareholders, investors, and all of their respective past or present directors, officers, employees, partners, principals, agents, attorneys, directors, shareholders, investors, lenders, successors, assigns, servicers, and backup servicers, agents, lenders' agents, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, suppliers, sub-suppliers, assigns, attorneys, and controlling shareholders of any of the foregoing persons or entities.

B. Ms. Mack, individually and on behalf of the Settlement Class, understands that it is possible unknown losses or claims exist and present losses may have been underestimated in amount or severity. Ms. Mack and HOB explicitly took that possibility into account when entering

into this Agreement, and a portion of the consideration and the mutual covenants contained herein was given in exchange for full accord and satisfaction and discharge of all such losses or claims.

C. Each Settlement Class Member, upon entry of the Final Approval Order, will be enjoined by that order from instituting or maintaining any action for claims released under this Agreement against any persons released under this Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Within 120 days of the Distribution Date, HOB shall provide Class Counsel with a declaration verifying that HOB has fully performed all of its obligations under this Agreement.

B. Withdrawal from Settlement

a) any Party shall have the option to withdraw from this Agreement, and render it null and void, if any of the following occurs: any objection to the Agreement is sustained and such objection results in changes to the Agreement the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the settlement, or deprives the withdrawing Party of a benefit of the settlement);

b) any attorney general or federal or state government entity is allowed to intervene in the Litigation and such intervention results in changes to the Agreement that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the settlement, or deprives the withdrawing Party of a benefit of the settlement);

c) the Preliminary or Final Approval of the Agreement is not obtained without modification and any modification required by the Court for approval is not agreed to by each Party and the withdrawing Party deems any required modification in good faith to be material

(e.g., because it increases the cost of the settlement, delays approval and/or implementation of the settlement, or deprives the withdrawing Party of a benefit of the settlement);

d) The Final Approval Order described in this Agreement is reversed or substantially modified by an appellate court, except that a reversal or modification resulting in a reduction of the award of reasonable attorneys' fees and expenses or the Incentive Award to Ms. Mack shall not be a basis for withdrawal;

e) HOB shall, in addition, have the option to withdraw from this Agreement and render it null and void if Settlement Class Members associated with more than 5% of the Settlement Class Accounts exclude themselves from the Settlement Class;

f) Neither the award by the Court of attorneys' fees and expenses in an amount less than the amount sought by Class Counsel, nor the award by the Court of the Incentive Award to Ms. Mack in an amount less than the amount sought shall be a basis for withdrawal;

g) To withdraw from the Agreement under this section, the withdrawing Party must provide written notice to the other Party's counsel and the Court. If either Party withdraws from the Agreement, this Agreement shall be null and void, shall have no further force and effect with respect to any Party, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to HOB, Ms. Mack, or Settlement Class Members, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either Party

may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Agreement;

C. The Parties intend that the Court will approve this Agreement as is, and in its entirety. The exhibits to this Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Agreement.

D. The Parties' counsel shall use their best efforts to cause the Court to give preliminary approval to this Agreement as promptly as practicable, take all steps contemplated by this Agreement to effectuate the Agreement on its stated terms and conditions, and obtain final approval of this Agreement.

E. This Agreement shall be governed by the laws of the State of Ohio. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the interpretation of this Agreement. Any modification to this Agreement must be in writing and signed by the Parties' counsel.

F. This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that this Agreement reflects the settlement of disputed legal claims and that HOB makes no representations regarding the Agreement's tax consequences. HOB acknowledges that Ms. Mack asserts violations of Ohio's Revised Code and Ohio's Administrative Code. Ms. Mack and the Settlement Class Members shall be solely responsible for any taxes due and owing should any portion of the relief provided under this Agreement be taxable.

G. The person signing this Agreement on behalf of HOB is authorized to do so on its behalf.

H. The determination of the terms and drafting of this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto.

I. This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the Parties hereto.

J. Headings in this Agreement are for convenience only and are not part of the provisions of this Agreement, nor do they control or affect meanings, construction, or the effect of this Agreement.

K. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

L. HOB and Ms. Mack represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

M. This Agreement shall become effective upon its execution by all of the Parties. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

N. The Court shall retain jurisdiction over the effectuation and implementation of this Agreement and all orders entered in connection herewith. The Parties and their attorneys submit to the jurisdiction of the Court regarding these matters. In any action or proceeding to enforce the terms of this Agreement or the Final Approval Order, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and expenses.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this

Agreement to be executed on the dates shown below.

MIGDAL I LLC
d/b/a HYUNDAI OF BEDFORD

MARIA MACK

Signature

Maria Mack
Signature

Print Name

Maria Mack
Print Name

Title

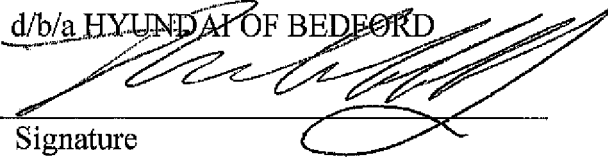
1/9/23
Date

Date

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this

Agreement to be executed on the dates shown below.

MIGDAL 1 LLC
d/b/a HYUNDAI OF BEDEORD



Signature

Kevin Chernikoff

Print Name

Member

Title

1/10/23
Date

MARIA MACK

Signature

Print Name

Date