

JASON L. OSIECZANEK)
)
 Plaintiff,)
) **C.A. No. 9029-VCG**
 v.)
)
 THOMAS PROPERTIES GROUP, et al.)
)
 Defendants.)

TO: ANY PERSON WHO WAS A RECORD HOLDER OR BENEFICIAL OWNER OF THOMAS PROPERTIES GROUP, INC. ("TPGI") COMMON STOCK AT ANY TIME BETWEEN AND INCLUDING SEPTEMBER 5, 2013 AND DECEMBER 20, 2013 (REGARDLESS OF THE DATE OF PURCHASE OR SALE OF TPGI COMMON STOCK), THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, AGENTS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS, OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, BUT EXCLUDING JAMES A. THOMAS, R. BRUCE ANDREWS, BRADLEY CARROLL, EDWARD D. FOX, JOHN GOOLSBY, WINSTON H. HICKOX, RANDAL L. SCOTT AND JON R. SISCHO (COLLECTIVELY THE "TPGI DIRECTORS" AND, TOGETHER WITH TPGI, THE "TPGI DEFENDANTS") AND DEFENDANTS PARKWAY PROPERTIES, INC. ("PARKWAY") AND PKY MASTERS, L.P. ("PKY").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE "RELEASED CLAIMS" (AS DEFINED BELOW).¹

BROKERAGE FIRMS, BANKS, AND OTHER PERSONS OR ENTITIES WHO WERE RECORD OWNERS OF TPGI COMMON STOCK, BUT NOT BENEFICIAL OWNERS, ARE REQUESTED TO SEND THIS NOTICE PROMPTLY TO BENEFICIAL OWNERS. ADDITIONAL COPIES FOR TRANSMITTAL TO BENEFICIAL OWNERS ARE AVAILABLE ON REQUEST DIRECTED TO:

Thomas Properties Group, Inc. Settlement
c/o GCG
PO Box 10043
Dublin, OH 43017-6643

READ THE SECTION BELOW ENTITLED "**WHAT IF I HELD SHARES ON BEHALF OF SOMEONE ELSE?**" FOR ADDITIONAL INFORMATION.

You received this Notice because you have been identified as a stockholder of TPGL. The purpose of the Notice is to inform you of the above-captioned action relating to TPGL, a proposed settlement of the lawsuit, and a hearing to be **held** by the Court of Chancery of the State of Delaware (the "Court").

The hearing will be held in the Court of Chancery, 34 The Circle, Georgetown, Delaware 19947, on April 29, 2014, at 10:00 a.m. (the "Settlement Hearing") to (a) determine whether the action pending in the Court captioned *Osiecznek v. Thomas Properties Group, et. al*, C.A. No. 9029-VCG (the "Action") may be maintained as a class action and whether the Class (defined below) should be certified permanently, for settlement purposes, pursuant to Delaware

¹ Capitalized terms defined herein, unless defined contemporaneously with their appearance, are defined in the section entitled "**What legal rights are being released as part of the Settlement?**," which can be found beginning on page 6 below.

Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether plaintiff Jason L. Osieczanek ("Plaintiff") may be designated as class representative with the law firm of Levi & Korsinsky, LLP as Counsel for Plaintiff ("Plaintiff's Counsel") and whether such Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action; (c) determine whether a Stipulation and Agreement of Compromise, Settlement, and Release dated February 3, 2014 (the "Stipulation"), and the terms and conditions of the Settlement (defined below) proposed in the Stipulation, are fair, reasonable, and adequate and in the best interests of the Class Members (defined below) and should be approved by the Court; (d) determine whether a Judgment (defined below) should be entered dismissing the Action and the Released Claims (defined below) as to the Released Parties (defined below) with prejudice as against Plaintiff and the Class, releasing the Released Claims, and barring and enjoining prosecution of any and all Released Claims; (e) hear and rule on any objections to the Settlement; (f) consider the application of Plaintiff's Counsel for an award of attorneys' fees and expenses, and any objections thereto; and (g) rule on other such matters as the Court may deem appropriate.

What is the Class and who is a Class Member?

The "Class" includes any Person who was a record holder or beneficial owner of TPGL common stock at any time from and including September 5, 2013 through December 20, 2013 (regardless of the date of purchase or sale of TPGL common stock), together with their respective successors-in-interest, successors, predecessors-in-interest, predecessors, agents, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding the specifically named Defendants, their immediate family members, any entity controlled by any of the Defendants, and any successors in interest thereto.

A member of the Class is referred to herein as a "Class Member."

What is the lawsuit about and what has happened in the case prior to this point?

This Notice describes the rights you may have under the proposed Settlement and what steps you may, but are not required to, take in relation to the proposed Settlement. If the Court approves the proposed Settlement, the parties to the Action (the "Parties") will ask the Court at the Settlement Hearing, among other things, to enter an Order dismissing all claims asserted in the Action with prejudice on the merits. The Court has the right to adjourn the Settlement Hearing without further notice. The Court also has the right to approve the proposed Settlement, with or without modifications, to enter its final judgment dismissing the Action on the merits and with prejudice, and to order the payment of attorneys' fees and expenses without further notice.

If you are a Class Member, you will be bound by any judgment entered in the Action whether or not you actually receive this Notice. You may not opt out of the Class.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON ALLEGATIONS OR STATEMENTS OF ONE OR MORE OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES. THIS NOTICE IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

Background of the Action

On September 5, 2013, TPGL and Parkway announced that they had entered into an Agreement, and Plan of Merger (the "Merger Agreement"), pursuant to which TPGL would merge with and into Parkway, with Parkway surviving the merger (the "Merger"). The Merger Agreement provides that, subject to the terms and conditions of the Merger Agreement, each holder of TPGL common stock will receive 0.3822 shares of Parkway common stock for each share of TPGL common stock held immediately prior to the effective time of the Merger, with cash paid for fractional shares of TPGL common stock. In addition, each holder of TPGL limited voting stock will receive 0.3822 shares of newly created Parkway limited voting stock for each share of TPGL limited voting stock held immediately prior to the effective time of the related parent merger. Based on the closing price of Parkway common stock of \$18.06 on November 1, 2013, the exchange ratio represented approximately \$6.90 in Parkway common stock for each TPGL share. The value of Parkway shares that TPGL stockholders received represented a premium of approximately 9.8%, based on the closing prices per share of TPGL and Parkway common stock on September 4, 2013 (the last trading day before the proposed mergers were announced).

On October 4, 2013, Parkway filed a preliminary joint proxy statement/prospectus with the Securities and Exchange Commission ("SEC") as part of its Preliminary Registration Statement on Form S-4 in connection with the shareholder vote on the Merger (the "Preliminary S-4"). On October 24, 2013, plaintiff Jason L. Osieczanek filed an action in this Court challenging the Merger entitled *Osieczanek v. Thomas Properties Group et al.*, C.A. No. 9029-VCG (the "Action"). The Action alleged that the TPGI Board of Directors breached its fiduciary duty, as aided and abetted by Parkway, in connection with disclosures made in the Preliminary Form S-4 filed on October 4, 2013.

The Parties negotiated the scope of expedited discovery and document discovery between October 28, 2013 and November 1, 2013. On November 14, 2013, the Court entered a Stipulation and Order for the Production and Exchange of Confidential and Highly Confidential Information. Also on November 14, 2013, the TPGI Defendants began their rolling production of documents in response to the Parties' agreement, which document production continued and included more than 4,700 pages of documents from TPGI, which included internal, non-public documents.

On November 5, 2013, Parkway filed an amended preliminary joint proxy statement/prospectus with the SEC as part of its amended Preliminary Registration Statement on Form S-4 in connection with the shareholder vote on the Merger (the "Amended Preliminary S-4"). On November 6, 2013, the Amended Preliminary S-4 was declared effective. On November 13, 2013, TPGI filed with the SEC its Definitive Proxy Statement on Schedule 14A in connection with the shareholder vote on the Merger (the "Proxy Statement").

On November 20, 2013, Plaintiff's counsel ("Plaintiff's Counsel") took the deposition of Edward D. Fox, a director on the TPGI Board. On November 22, 2013, Plaintiff's Counsel took the deposition of Matthew Johnson, Managing Director of Morgan Stanley, financial advisor to TPGI.

Plaintiff represents to have owned, at all relevant times, shares of TPGI common stock, for which proof of ownership was provided to Defendants' counsel.

Between November 22, 2013 and December 3, 2013, the Parties engaged in arms'-length settlement negotiations. Plaintiff's Counsel and counsel for Defendants ("Defendants' Counsel"), after extensive arm's length negotiations, were able to reach agreement on various supplemental disclosures attached hereto as Exhibit A (the "Supplemental Disclosures") that Plaintiff's Counsel demanded be filed with the SEC.

In connection with settlement discussions and negotiations, counsel for the Parties did not discuss the amount or appropriateness of any potential application by Plaintiff's Counsel for attorneys' fees and expenses prior to executing the Parties' Memorandum of Understanding on or about December 3, 2013 (the "MOU"), and further did not discuss the amount of such fees and expenses until all other material terms of the Stipulation were agreed upon.

The Supplemental Disclosures include disclosures regarding:

Background of the Proposed Transaction

- As previously disclosed on page 60 of the joint proxy statement/prospectus, TPGI had preliminary discussions in March and April of 2013 with Company C, Company D, and a number of other parties regarding the possibility of a strategic transaction involving TPGI or its properties. The total number of parties with which TPGI had preliminary discussions was 17. The types of transactions discussed included mergers involving TPGI and other public and private companies, financial investments in TPGI by private equity firms, and joint ventures. All but three of these discussions were initiated by TPGI.
- As previously disclosed on page 61 of the joint proxy statement/prospectus, by early June of 2013, TPGI had conducted preliminary discussions with a number of potential investors and merger partners. Such discussions included 13 potential investors and four potential merger partners.
- As previously disclosed on page 61 of the joint proxy statement/prospectus, by early June 2013, it became clear to TPGI after discussions with Morgan Stanley that, although TPGI had conducted preliminary discussions with a number of potential investors and merger partners, Parkway, Company B, Company C and Company D were the parties most interested in proceeding and capable of executing a transaction with TPGI on a timely basis. TPGI assessed their interest level based on their written proposals, discussions with Mr. Thomas and representatives of Morgan Stanley, and the extent of their due diligence. TPGI assessed their execution capability based on each company's financial condition and access to liquidity and, in the case of Company C and Company D (each of which proposed a merger transaction), the trading price and public float of its common stock.

- As previously disclosed on page 63 of the joint proxy statement/prospectus, at a special meeting held on July 12, 2013, at which the TPGI Board approved the agreements to be entered into with CalSTRS, the TPGI Board discussed the relative merits of the merger proposals and the joint venture proposal. These relative merits included the value of the merger consideration offered, the impact of each proposal on TPGI's ability to timely satisfy its obligations in connection with the liquidation of TPG/CalSTRS, the nature and quality of the real estate assets of the possible merger parties, each company's ability to complete the transaction it proposed on a timely basis, and the long term prospects for TPGI stockholders after the transaction. At this time, based primarily on the value of the merger consideration being offered and the level of due diligence they had completed, TPGI was focusing primarily on the merger proposal from Company C.
- As previously disclosed on page 63 of the joint proxy statement/prospectus, at a special meeting held on July 12, 2013, the independent directors delegated to Mr. Fox primary responsibility for discussing the various transactions with management and identifying any potential conflicts of interest and how to address them. The independent directors selected Mr. Fox based on Mr. Fox's extensive experience in the real estate investment industry, his nine years of experience as a director of TPGI, his previous experience as the Chairman and Chief Executive Officer of Center Trust, a REIT that was acquired in a public company merger transaction similar to the one being contemplated by TPGI, his background as a certified public accountant, and his prior involvement, on behalf of TPGI in his role as lead independent director, reviewing potential strategic transactions and discussing such transactions with management.
- As previously disclosed on page 63 of the joint proxy statement/prospectus, at the conclusion of the July 12, 2013 board meeting, the independent directors met in executive session and discussed the various strategic alternatives and the potential for conflicts of interest with management. The potential conflicts of interest considered by the independent directors included those associated with Mr. Thomas's ownership of TPGI operating partnership units and the potential for him to recognize taxable income with respect to such units in a transaction in which stockholders might not recognize taxable income; his role as chairman of the board of the surviving company following a merger as proposed by various bidders and any compensation he might receive in such capacity; and any severance payments he might receive upon a change in control of TPGI.

Morgan Stanley Analysis

- As previously disclosed on page 82 of the joint proxy statement/prospectus, Morgan Stanley conducted a discounted cash flow ("DCF") analysis of TPGI and Parkway. Morgan Stanley applied an illustrative range of capitalization rates, terminal multiples with respect to operating income from management fees and discount rates in its DCF analysis. Morgan Stanley selected these ranges based on its professional judgment and prior experience in transactions of this type after reviewing a number of factors including, among other things, market based capitalization rates, the quality of assets in TPGI's and Parkway's portfolio, market based terminal multiples, risks associated with TPGI's and Parkway's future management fees, other market data and macroeconomic factors.
- As previously disclosed on page 83 of the joint proxy statement/prospectus, Morgan Stanley conducted a contribution analysis as to each of TPGI and Parkway. This analysis was based on, among other things, TPGI management estimates of 2014 EBITDA and 2014 ATCF/FFO. These estimates were adjusted by TPGI management to reflect the planned liquidation of TPGI's joint venture with CalSTRS, including the distribution of City National Plaza to CalSTRS and the distribution of the Houston properties to TPGI, and were further adjusted to reflect pro forma ownership by TPGI of 51% of the Houston properties, with the remaining 49% to be purchased by a new joint venture partner with the proceeds of such purchase used to fund a portion of TPGI's contribution to the joint venture in connection with its liquidation. There were no proceeds to be received by TPGI in the liquidation.
- As previously disclosed on page 84 of the joint proxy statement/prospectus, Morgan Stanley conducted a net asset value analysis of TPGI and Parkway. This analysis was based on, among other things, (i) TPGI management estimates of asset value and (ii) mark-to-market adjustments to debt balances. TPGI management estimates of asset value were based on a number of factors including, among other things, current appraisals of the properties, application of market-based capitalization rates on current and future net operating income, market comparables, projected capital expenditures, application of market-based multiples on fee revenues, and market conditions. The mark-to-market adjustments to debt balances for TPGI and Parkway were \$(4.6) million (excluding the Houston properties, whose valuations already reflected a mark-to-market adjustment) and \$(19.4) million, respectively, and were based on a comparison of the existing cost of debt at each property relative to the assumed cost of debt at such property if it were to be refinanced at current market rates. In arriving at a net asset

value per share for the combined company, Morgan Stanley accounted for planned portfolio activity associated with the TPG/CalSTRS liquidation, the redemption of TPGL's interest in the Commerce Square properties following the mergers and transaction costs. The adjustment associated with the planned liquidation of TPGL's joint venture with CalSTRS was to reflect ownership by the combined company of 100% of the Houston properties rather than 51% ownership of such properties as reflected in TPGL management's stand-alone model.

- As previously disclosed on page 85 of the joint proxy statement/prospectus, Morgan Stanley compared certain financial information of TPGL and Parkway with equivalent publicly available consensus estimates for other companies that share similar business characteristics. The companies were selected by Morgan Stanley because they are publicly traded REITs primarily focused on office properties with assets and operations that, for the purpose of Morgan Stanley's analysis, may be considered similar to those of TPGL and Parkway.

The Parties agreed in the MOU that Plaintiff's Counsel are entitled to be paid reasonable attorneys' fees, and reimbursement of reasonable and necessary expenses incurred by Plaintiff's Counsel, for their efforts in prosecuting the Action in achieving the settlement, and that if they were unable to reach agreement on an appropriate fee award (subject to Court approval), Plaintiff would submit an application for an award of costs and fees to the Court and Defendants' Counsel would be free to oppose any such application.

Defendants acknowledge that they considered the disclosure and other claims raised by Plaintiff in the Action in determining to provide the Supplemental Disclosures in exchange for Plaintiff's agreement-in-principle to settle, and that the claims asserted by and the efforts of Plaintiff's Counsel in prosecuting the Action, and the negotiations with Plaintiff's Counsel were the sole cause of the Supplemental Disclosures.

What are the terms of the Settlement?

Plaintiff, acting in his individual capacity and as representative of the Class, and Defendants have agreed upon the Settlement of the Action. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The Settlement is subject to and will become effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below. (See the section below entitled "**How do I get further information?**")

The Stipulation provides, among other things, that the Supplemental Disclosures having been agreed to and provided in consideration for the full and final settlement and dismissal with prejudice of the Action and the release of any and all Released Claims, no Released Party shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiff or any Class Members in connection with this Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Class Member, or any costs of notice or settlement administration or otherwise; provided, however, that TPGL and/or its successor(s) in interest and/or their respective insurer(s) shall (i) be responsible for providing notice of the Settlement by mail to the record holder Class Members in a manner and form as ordered by the Court and shall pay all reasonable costs and expenses incurred in providing notice of the Settlement, and (ii) be obligated to pay attorneys' fees and expenses to Plaintiff's Counsel upon an award, if any, of attorneys' fees and expenses by the Court. (See the section below entitled "**How is Plaintiff's Counsel getting paid?**")

If the Court approves the Settlement, then as of the Effective Date (as defined below):

- a. The Action and the Released Claims shall be dismissed with prejudice, on the merits and without costs;
- b. Plaintiff and all Class Members, and the respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns of any of them, and anyone claiming through or on behalf of any of them, by operation of the Judgment shall release and forever discharge the Released Claims as against all Released Parties;
- c. Defendants, by operation of the Judgment, shall release and forever discharge Plaintiff, the Class Members, and their counsel arising from all claims or sanctions, known or unknown, accrued or unaccrued arising out of or relating to the institution, prosecution, and resolution of the Action (the "Release of Plaintiffs"); provided, however, that the Release of Plaintiffs shall not release the right to enforce the confidentiality stipulation agreed upon by the Parties, the MOU, or the Stipulation, or to oppose or defend any appraisal claims of any Class Member;
- d. The Released Parties shall be deemed to be released and forever discharged from all of the Released Claims; and

- e. Plaintiff and all Class Members, and their respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns will be forever barred and enjoined from commencing, instituting, or prosecuting any Released Claims against any of the Released Parties.

In connection with settlement discussions and negotiations leading up to the MOU, counsel for the Parties did not discuss the amount or appropriateness of any potential application by Plaintiff's Counsel for attorneys' fees.

Defendants have acknowledged that they considered the disclosure and other claims raised by Plaintiff in the Action in determining to make the Supplemental Disclosures, the efforts of Plaintiff's Counsel in prosecuting the Action, and the negotiations with Plaintiff's Counsel in the Action were the sole cause of the dissemination of the Supplemental Disclosures. Defendants agreed to disseminate the Supplemental Disclosures in exchange for Plaintiffs agreement to settle the Action.

The entry by Defendants into the MOU and the Stipulation is not an admission as to the merit of any claims asserted in the Action. The Defendants have denied, and continue to vigorously deny all allegations of wrong doing, fault, liability, negligence, or damage to Plaintiff or the Class, that they breached any fiduciary duties or aided and abetted any such breaches, or engaged in any wrong doing or violation of law. The Defendants believe that they acted properly at all times, the Action has no merit, and that the Defendants accurately disclosed all material information in connection with the Merger. The Defendants maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but entered into the Stipulation because they considered it desirable that the Action be settled and dismissed with prejudice in order to, among other things, (i) eliminate the burden, inconvenience, expense, risk, and distraction of further litigation, (ii) finally put to rest and terminate all the claims which were or could have been asserted against Defendants in the Action, and (iii) thereby permit the Merger to proceed without risk of injunctive or other relief.

The entry by Plaintiff into the MOU and the Stipulation is not an admission as to any lack of merit of any claims asserted in the Action. Plaintiff believes that his claims had substantial merit when filed, the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and Plaintiffs is entering into the settlement set forth in the Stipulation only because he believes that the Supplemental Disclosures will provide TPGI's stockholders with substantial benefits in allowing them to make more fully informed decisions as to whether or not to vote in favor of the Merger in any stockholder vote required by Delaware law. In negotiating and evaluating the terms of the MOU and the Stipulation, Plaintiff's Counsel considered the significant legal and factual defenses to Plaintiff's claims, the time and expense that would be incurred by further litigation, and the uncertainties inherent in such litigation. Based upon their evaluation, Plaintiff's Counsel have determined that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and in the best interests of all Class Members.

The Parties have covenanted and agreed that the fact of and provisions contained in the MOU, the Stipulation, and all negotiations, discussions, actions, and proceedings in connection with any of the foregoing are intended for settlement discussions only and shall not be deemed or constitute a presumption, concession, or admission by any Party in the Action, any signatory hereto, or any Released Party of any fault, liability, negligence, or wrong doing or lack of any fault, liability, negligence, or wrong doing, as to any facts or claims alleged or asserted in the Action or any other actions or proceedings, and shall not be interpreted, construed, deemed, involved, invoked, offered or received in evidence, or otherwise used by any person in the Action, or any other action or proceeding, whether civil, criminal, or administrative, except in any proceeding to enforce the terms of the Stipulation or the Settlement, in any proceeding arguing that the Stipulation or the Settlement has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, or in any proceeding to enforce the terms thereof, including any application for attorney's fees.

THE SETTLEMENT OF THE CONSOLIDATED ACTION, IF APPROVED BY THE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS THAT WERE OR COULD HAVE BEEN ASSERTED IN THE CONSOLIDATED ACTION.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF OR THE DEFENSES OF THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE CONSOLIDATED ACTION WERE NOT SETTLED.

What legal rights are being released as part of the Settlement?

The Settlement, if the Court approves it, shall extinguish for all time completely, fully, finally, and shall forever compromise, settle, release, discharge, extinguish, and dismiss on the merits and with prejudice, upon and subject to the terms and conditions set forth in the Stipulation, all rights, claims, and causes of action that are or relate to the Released

Claims against any of the Released Parties, and each of Defendants and each of the other Released Parties shall be deemed to be released and forever discharged from all of the Released Claims. The releases contemplated in the Settlement and Stipulation extend to Unknown Claims (as defined below).

The Plaintiff has acknowledged, and the Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff, and by operation of law the Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Plaintiffs acknowledges, and the Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Defendants in entering into the Stipulation.

For purposes of the Settlement:

- (a) "Class" means any Person who was a record holder or beneficial owner of TPGI common stock at any time from and including September 5, 2013 through December 20, 2013, together with their respective successors-in-interest, successors, predecessors-in-interest, predecessors, agents, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding the specifically named Defendants, their immediate family members, any entity controlled by any of the Defendants, and any successors in interest thereto.
- (b) "Class Member" means a member of the Class.
- (c) "Class Period" means the period from and including September 5, 2013 through December 20, 2013.
- (d) "Court Approval" means the entry of the Judgment.
- (e) "Effective Date" means the first business day following the date of Final Approval of the Settlement.
- (f) "Final Approval" of the Settlement means that the Court has entered the Judgment certifying the Class, approving the Settlement, dismissing the Action with prejudice on the merits and with each Party to bear its own costs (except those costs set forth in Paragraphs 3, 13 and 14 of the Stipulation) and providing for such release language as set forth in the Stipulation, and the Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in the Stipulation, Final Approval shall not include (and the Settlement is expressly not conditioned on) the approval of attorneys' fees and the reimbursement of expenses to Plaintiff's Counsel as provided in Paragraphs 3, 13, and 14 of the Stipulation, and any appeal related thereto.
- (g) "Judgment" means the Order and Final Judgment to be entered in the Action substantially in the form attached as Exhibit D to the Stipulation.
- (h) "Parties" means Plaintiff and Defendants.
- (i) "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.
- (j) "Released Claims" means any and all claims, causes of action, demands, rights, or liabilities, including, but not limited to, claims for negligence, gross negligence, professional negligence, breach of duty of care and/or breach of duty of loyalty and/or breach of duty of candor, fraud, breach of fiduciary duty, mismanagement, corporate waste, malpractice, breach of contract, negligent misrepresentation, violations of any state or federal statutes (including without limitation the Federal securities laws), rules or regulations, and any Unknown Claims (as defined below) that have been or that could have been asserted in the Action in this or any other forum by or on behalf of the representative Plaintiffs, or the putative Class that relate to the subject matter of the Action, the Merger or the public disclosures concerning the Merger, including, without limitation, the agreed-upon exchange ratio (the "Released Claims"); provided, however, that: (a) the Released Claims do not include the Plaintiff's right to enforce in Court the terms of the Settlement Agreement; and (b) for the avoidance of any doubt, nothing in this

release is meant to release any disclosure-based federal securities claim any member of the Class may have against Parkway to the extent that such disclosure-based federal securities law claim is not based on any disclosures, nondisclosures or public statements made in connection with the offering of securities in connection with the Merger;

- (k) "Released Parties" means Defendants and each of their past or present directors, officers, employees, partners, attorneys, financial advisors, accountants, principals, agents, insurers, controlling shareholders and any entity in which any Defendant has a controlling interest, assigns, spouses, heirs, associates, related or affiliated entities, any member(s) of their immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.
- (l) "Settlement" means the settlement of the Action between and among Plaintiff, on behalf of himself and the Class, and the Defendants, as set forth in the Stipulation.
- (m) "Settlement Hearing" means the hearing to be held by the Court to determine whether to permanently certify the Class as a mandatory non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for settlement purposes, whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether any objections to the Settlement should be overruled, whether all Released Claims should be dismissed with prejudice, whether the Judgment approving the Settlement should be entered, and whether and in what amount any award of attorneys' fees and expenses should be paid to Plaintiff's Counsel by TPGI and/or its successor(s) in interest and/or their respective insurer(s).
- (n) "Unknown Claims" means any claim that Plaintiff or any Class Members do not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree that upon Final Approval of the Settlement, Plaintiff shall expressly and each Class Member shall be deemed to have, and by operation of the final order and judgment by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state or territory of the United States, or principle of common law, that governs or limits a person's release of unknown claims or is otherwise similar, comparable, or equivalent to Cal. Civ. 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.

What happens if the Settlement is approved?

If the Court approves the Settlement, the Parties will ask the Court to promptly enter the Judgment and, as a result of such Judgment, the Action and the Released Claims will be dismissed on the merits with respect to all Released Parties and with prejudice against Plaintiff and all Class Members. Such release and dismissal will bar the institution or prosecution by any Plaintiff or Class Member of any other action asserting any Released Claims against any of the Released Parties.

More specifically, the proposed Judgment will, among other things:

- a. certify the Class as a non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for settlement purposes only;
- b. approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate and in the best interests of the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
- c. determine that the requirements of the Delaware Court of Chancery Rules, applicable law, and due process have been satisfied in connection with notice to the Class;
- d. dismiss the Action and the Released Claims with prejudice, said dismissal subject only to compliance by the Parties with the terms of the Stipulation and any Order of the Court concerning the Stipulation;

- e. release all Released Claims and permanently enjoin Plaintiff, the Class, and their respective affiliates, and anyone claiming through or for the benefit of any of them, from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claims, either directly, representatively, derivatively, or in any other capacity;
- f. release all of Defendants' claims or sanctions against Plaintiff, the Class Members, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action; and
- g. provide that the Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, or other issue or claim preclusion effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by or on behalf of the Plaintiff or any other Class Members, as well as any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them.

What happens if the Settlement is not approved or otherwise does not become final?

If the Effective Date does not occur or if the Stipulation is disapproved, canceled, or terminated pursuant to its terms, (a) all of the Parties to the Stipulation shall be deemed to be in the position they were in prior to the execution of the MOU, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, and (c) the statements made in connection with the negotiation of the MOU, the Stipulation, or the Settlement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Action, or to constitute an admission of fact of wrong doing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the MOU or the Stipulation nor their contents nor any statements made in connection with their negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding except in connection with any proceeding to enforce the Settlement or in connection with an application by Plaintiff's Counsel for an award of attorneys' fees and expenses. In the event any of the foregoing occurs, Defendants reserve the right to oppose certification of any plaintiff class in any future proceedings (including, but not limited to, in any proceedings in the Consolidated Action).

How is Plaintiff's Counsel getting paid?

You do not have to pay for Plaintiff's Counsel to represent your interests. The Parties have agreed that TPGI, its insurer(s), or any successor(s) in interest, will pay or cause to be paid to Plaintiff's Counsel an amount not to exceed \$218,750.00 in fees and expenses (the "Fee Application"), subject to approval of the Court, or such lower amount as the Court may approve. Plaintiff will not seek attorneys' fees and expenses in excess of \$218,750.00, and Defendants agree not to oppose any request for fees and expenses up to, but not exceeding \$218,750.00. The Fee Application shall be the sole application by Plaintiff, Plaintiff's Counsel, and the Class Members for an award of fees or expenses in connection with any litigation concerning the Merger. Final resolution by the Court of the Fee Application shall not be a precondition to the dismissal of the Action, and the Fee Application may be considered separately from the Settlement. The failure of the Court to approve the Fee Application in whole or in part shall have no effect on the Settlement. In the event that the Settlement is nullified, or terminated, or does not obtain Final Approval for any reason, Plaintiff reserves the right to file and pursue a mootness application for attorneys' fees and expenses for any benefits to the Class obtained as a result of the efforts of Plaintiff's Counsel. Defendants reserve the right to oppose such mootness fee application.

The Parties acknowledge and agree that TPGI, its successor(s) in interest, or its insurer(s) shall pay, or cause to be paid on behalf of the TPGI Directors and TPGI, any fees and expenses awarded by the Court to Plaintiff's Counsel in a manner and on a schedule ordered by the Court. Notwithstanding any other provision of the Stipulation, no fees or expenses shall be due or payable to Plaintiff's Counsel pursuant to the Settlement in the absence of Final Approval of the Judgment containing a release of the Released Claims. Any such payment shall be made subject to Plaintiff's Counsel's joint and several obligations to make refunds or repayment to TPGI (or any successor entity or its insurer), plus interest, as the case may be, if any specified condition to the Settlement is not satisfied or, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any dismissal order is reversed or the fee or costs award is reduced or reversed. Each of Plaintiff's Counsel respectively warrants that no portion of any such award of attorneys' fees or expenses shall be paid to Plaintiff or any Class Member, except as approved by the Court.

What will happen at the Settlement Hearing?

The Court has scheduled a Settlement Hearing, which will be held in the Court of Chancery, 34 The Circle, Georgetown, Delaware 19947, on April 29, 2014, at 10:00 a.m. to:

- a. determine whether the Action may be maintained as a class action and whether the Class should be certified permanently, for settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). In particular, the Court will determine whether (i) the Class contemplated in the Action is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims of the Plaintiff are typical of the claims of the Class; (iv) the Plaintiff has fairly and adequately protected the interests of the Class; and (v) the Action otherwise complies with Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- b. determine whether the Plaintiff may be designated as class representative with the law firms of Levi & Korsinsky, LLP, and O'Kelly Ernst & Bielli, LLC, as Counsel for the Class and whether such Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;
- c. determine whether the Stipulation, and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable, and adequate and in the best interests of the Class Members and should be approved by the Court;
- d. determine whether the form and manner of Notice is the best notice practicable under the circumstances and fully complies with the requirements of due process, Delaware Court of Chancery Rule 23, and all other applicable law and rules;
- e. determine whether the Order and Final Judgment should be entered dismissing the Action and the Released Claims as to the Released Parties with prejudice as against Plaintiff and the Class, releasing the Released Claims, and barring and enjoining prosecution of any and all Released Claims in any forum;
- f. hear and rule on any objections to the Settlement;
- g. bar and enjoin Plaintiff and the Class from instituting, commencing, or prosecuting any and all Released Claims against all Released Parties;
- h. consider the application of Plaintiff's Counsel for an award of attorneys' fees and reimbursement of expenses to be paid (if and only if awarded by the Court) solely by TPGI and/or its successor(s) in interest and/or their respective insurer(s); and;
- i. hear and rule on other such matters as the Court may deem appropriate;

The Court will reserve the right to adjourn the Settlement Hearing, or any related matter arising out of or connected with the Settlement, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retain jurisdiction over the Consolidated Action to consider all further applications arising out of or connected with the Settlement.

What are my rights and what do I need to do to exercise them?

Any Class Member who objects to the Stipulation, the Settlement, the class action determination, the Judgment to be entered therein, and/or the application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or through counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant. To do so, you must, no later than ten (10) business days prior to the Settlement Hearing (unless the Court otherwise directs for good cause shown), serve the following documents on the attorneys listed below: (i) a written notice of the intention to appear identifying your name, address, and telephone number and, if represented, your counsel; (ii) proof of your membership in the Class; (iii) a detailed summary of your objections to any matter before the Court; (iv) the grounds therefor or the reasons why you desire to appear and to be heard; and (v) all documents and writings which you want the Court to consider. These papers must be served by hand delivery, overnight mail, or electronic filing on the following attorneys:

Ryan M. Ernst
O'KELLY ERNST & BIELLI, LLC
901 N. Market Street, Suite 1000
Wilmington, DE 19801
(302) 778-4000

Donald J. Enright
LEVI & KORSINSKY LLP
1101 30th Street N.W., Suite 115
Washington, DC 20007
(202) 524-4290

Michael A. Pittenger
POTTER ANDERSON & CORROON LLP
1313 N. Market Street
Wilmington, DE 19899-1709
(302) 984-6000

Mark D. Gately
HOGAN LOVELLS US LLP
100 International Drive
Suite 2000
Baltimore, MD 21202

Edward P. Welch
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
One Rodney Square
P.O. Box 636
Wilmington, DE 19899-0636
(302) 651-3000

Eric S. Waxman
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
300 South Grand Avenue,
Suite 3400
Los Angeles, CA 90071

You must also contemporaneously deliver a copy to the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, in Chancery, 34 The Circle, Georgetown, Delaware 19947. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures.

Unless the Court otherwise directs, no Class Member will be entitled to object to any of the fairness, reasonableness, adequacy, or approval of the proposed Settlement, the certification of the Action as a class action, the entry of an Order and Final Judgment dismissing the Action with prejudice, and/or the Fee Application, nor will he, she, or it otherwise be entitled to be heard with respect to any aspect of the proposed Settlement, or to submit any evidence, argument, papers, or briefs with respect to any aspect of the proposed Settlement, except by filing and serving a written objection in the form and manner described, and no later than the time set forth, above.

Any Class Member who does not object in the form and manner described, and no later than the time set forth, above shall be deemed to have waived his, her, or its right to object to, and shall forever be barred and foreclosed from objecting to, the fairness, reasonableness, adequacy, or approval of the proposed Settlement (including the releases and liability protections for the Released Parties contained in the Stipulation), the certification of the Action as a class action, the entry of a Final Order and Judgment dismissing the Action with prejudice, and the Fee Application, and shall forever be barred and foreclosed from otherwise being heard with respect to the proposed Settlement, whether in this Action or in any other proceeding.

Interim Injunction and Stay of the Consolidated Action

Pending final determination by the Court of whether the proposed Settlement should be approved: (a) all proceedings in the Action (other than those necessary to effectuate the proposed Settlement) are stayed; and (b) Plaintiff and all Class Members, and any of them, are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencing, instituting, or prosecuting any Released Claims (including those claims which may arise under federal law) against any of the Released Parties.

How do I get further information?

This Notice is not all-inclusive. This Notice does not purport to be a comprehensive description of the Action, the allegations or transactions related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you or your attorney may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Consolidated Action, unless sealed, at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947, during regular business hours of each business day. DO NOT WRITE OR TELEPHONE THE COURT. Questions regarding the Settlement should be directed to Plaintiff's Counsel as follows:

Donald J. Enright
LEVI & KORSINSKY, LLP
1101 30th Street, N.W., Suite 115
Washington, DC 20007
(202) 524-4290

What if I hold shares on behalf of someone else?

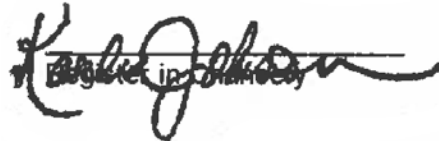
Brokerage firms, banks, and other persons or entities who are Class Members in their capacities as record holders, but not as beneficial owners, are directed to promptly send this Notice to beneficial owners. Additional copies of this Notice for transmittal to beneficial owners are available by requesting same prior to the Settlement Hearing from:

Thomas Properties Group, Inc. Settlement
c/o GCG
PO Box 10043
Dublin, OH 43017-6643

This Notice is also available at www.gcginc.com. You may also furnish the names and addresses of your beneficial owners in writing to the Settlement Administrator, which will then be responsible for sending the Notice to such beneficial owners.

Dated: Feb 20, 2014

BY ORDER OF THE COURT


Karla Johnson