

## SETTLEMENT AGREEMENT

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**THIS SETTLEMENT AGREEMENT** (this “Agreement”), dated April 19, 2017, is entered into by and between **Pleasant Prospect Homeowners Association, Inc. (“PPHOA”)**, party of the first part, and **Concert Woodmore, LLC (“Concert Woodmore”), Concert Woodmore Bevco, LLC (“Concert Bevco”), Concert Golf Management, LLC (“Concert Golf Management”) and Concert Golf Partners, LLC (“Concert Golf Partners”)** (collectively known as the “**Concert Parties**”), parties of the second part. (Throughout this Agreement, PPHOA and the Concert Defendants shall collectively be known as the “**Parties.**”)

**WHEREAS**, PPHOA is a homeowners association that governs the Pleasant Prospect residential subdivision in Mitchellville, Prince George’s County, Maryland, which subdivision is commonly referred to as “Woodmore” (the “**Community**”); and

**WHEREAS**, Concert Woodmore owns real property situated in the Community upon which a country club, “The Country Club at Woodmore” (the “**Club**”), is located. The Club consists of a golf course, tennis courts, a clubhouse with a pro shop, and a bar and restaurant; and

**WHEREAS**, on May 7, 2015, PPHOA filed a Complaint against the Concert Parties and The Country Club at Woodmore, Inc. in the Circuit Court for Prince George’s County, Maryland in a matter styled as *Pleasant Prospect Homeowners Association, Inc. v. Concert Woodmore, LLC, et al.*, Case No. CAL15-09110 (the “**Civil Action**”); and

**WHEREAS**, PPHOA alleged in the Civil Action that the Concert Parties: violated various provisions of the Commercial Law and Corporations & Associations Articles of the Annotated Code of Maryland; had liability extending from judgments entered in prior litigation involving the PPHOA and the Club; were obligated to contribute to certain costs and expenses incurred by Plaintiff under theories of quantum meruit and unjust enrichment; tortiously interfered with economic relations, engaged in a civil conspiracy; and breached covenants contained in certain declarations recorded in the land records for Prince George’s County, Maryland and

**WHEREAS**, the alleged statutory violations were dismissed by the Circuit Court; and

**WHEREAS**, the Concert Parties deny any and all liability as to all other claims asserted in the Civil Action; and

**WHEREAS**, PPHOA and the Concert Parties by means of this Agreement wish to settle and resolve the all claims and disagreements between them, including but not limited to those claims asserted in the Civil Action;

**NOW, THEREFORE**, in consideration of the promises and of the covenants, agreements and releases contained herein, receipt of which is hereby acknowledged, PPHOA and the Concert Parties hereby agree to the following terms:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by this reference and made a part hereof.

2. **Effective Date:** This effective date of this Agreement is June 1, 2017.

3. **Membership Payments:** The Parties recognize that it is in each of their respective interests to promote and incentivize Community residents and PPHOA members to become members of the Club and take advantage of the opportunities and amenities relating thereto. Likewise, the Parties recognize that it is in each of their respective interests to promote Club participation and involvement in Community events. In furtherance of these mutual interests, the Parties agree to cooperate with one another to promote increased membership by Community residents in the Club, as well as Club participation in Community events and activities.

Upon meeting a minimum threshold of fifty (50) social Community-resident memberships (not by an existing Community-resident golf member at the time of this Agreement downgrading to the social category), Concert Woodmore will pay PPHOA the sum of Five Thousand Dollars (\$5,000.00) per annum. For each additional social Community-resident membership above 50, Concert Woodmore will pay PPHOA the additional sum of One Hundred Dollars (\$100.00) per membership, per annum.

The 50-membership minimum threshold will be verified on the first day of each month beginning with the effective date of the Agreement. To the extent there are any months when the 50-membership minimum is not met, Concert Woodmore's annual payment obligation will be reduced by one-twelfth (1/12). For the year 2017, Concert Woodmore's payment obligations under this Agreement shall be calculated pro-rata based upon the seven months commencing with the effective date of June 1, 2017 (i.e., if PPHOA meets the 50-membership minimum for each of the seven months between June 1 and December 1, 2017, Concert Woodmore's payment obligation will be  $\$5,000 \times 7/12$  for the first 50 qualifying memberships, i.e. \$2,917.00.

4. **Modification of Certain Memberships:** For Community residents only, once the 50-membership threshold described in paragraph 3 above is achieved, the following changes will apply to Club memberships: i) social memberships – the fee for social memberships will be reduced from \$165.00 to \$135.00, the initiation fee will be waived, and the food/beverage monthly minimum will be waived; ii) golf memberships – golf memberships will receive a 50% discount on initiation fees.

Except as otherwise provided herein, all other terms and conditions of membership shall remain in effect.

5. **Gate Passes:** Gate passes allowing access at both gate entrances to the Woodmore community will be made available to all Club members at each member's sole option and expense. The use of any pass may be subject to the control of the Concert Parties and/or the Club.

6. **Community Events:** The Concert Parties agree that during each year this Agreement is in effect that they will host and provide food for PPHOA's Community Day and Holiday Party, with the Concert Parties' contribution toward the cost of food capped at \$5,000.00 for the Community Day and \$2,000 for the Holiday Party. In addition, the Club agrees to host on a complimentary basis (room and water set-ups provided free of charge) PPHOA's monthly meetings and up to five (5) PPHOA Committee Meetings per annum, provided that none of these events conflict with other matters booked at the Club.

7. **Term of Agreement:** The term of this Agreement shall be five (5) years commencing on the effective date. The term of this Agreement may be extended for additional terms of five (5) years if consented to by all Parties in writing.

8. **General Release of the Concert Parties by PPHOA:** PPHOA hereby expressly releases, acquits, and forever discharges the Concert Parties and any of the Concert Parties' employees, owners, interest holders, successors, agents, servants, associates, attorneys, insurers, predecessors, assigns, representatives, administrators, and legal representatives, from any and all claims, causes of action (in law or equity), suits, actions, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, costs, or expenses of any nature whatsoever (known or unknown, suspected or unsuspected, fixed or contingent), including any claims for indemnification, contribution, attorney fees or costs, which PPHOA has had, now has, or hereinafter may have against the Concert Parties, including but not limited to any claims or causes of action related to or arising out of the Civil Action, the Declarations that are the subject of the Civil Action, and the liquor license currently held by Concert Woodmore Bevco. *Notwithstanding the foregoing, this release and waiver shall exclude any claims relating to the duties and obligations created under this Agreement.*

9. **No Admission of Liability or Wrongdoing:** PPHOA and the Concert Parties agree that neither this Agreement nor any negotiations nor proceedings connected with this Agreement shall be considered, offered, received as or deemed to be evidence of an admission on the part of any Party hereto of any fact, allegation, claim, statement, culpability, liability or wrongdoing whatsoever.

10. **Dismissal of Civil Action:** Upon execution of this Agreement by all Parties, PPHOA will dismiss the Civil Action, with prejudice.

11. **Non-Disparagement:** Neither PPHOA nor the Concert Parties shall disparage each other, orally or in writing, through any electronic publication, on any social media platform, etc., without limitation, during the term of this Agreement. If any disparaging statements of any nature are made by a Party to this Agreement, the Party(ies) against whom the disparaging statements were made or published shall be entitled to terminate this Agreement by providing notice of such termination in writing to the disparaging Party.

12. **Dispute Resolution:** To the extent any dispute of any nature arises between PPHOA (or any employee, representative, board member, director, agent, etc., thereof) and any of the Concert Parties, whether arising under this Agreement or otherwise, the Parties agree to the following dispute resolution procedures:

- a. First – The aggrieved Party shall bring the grievance to PPHOA or Concert Woodmore’s general manager in an effort to identify the specific nature of the dispute and resolve the matter informally;
- b. Second – If the informal resolution is unsuccessful, the Parties agree to participate in non-binding mediation with a retired judge from the Seventh Judicial Circuit of Maryland;
- c. Third – If mediation is unsuccessful, the Parties agree to submit all disputes to binding arbitration through JAMS, the McCammon Group, the Platt Group, or another organization mutually agreed upon by the Parties in writing.

In the event that any dispute arises between the Parties, whether under this Agreement or otherwise, the Parties agree that the costs of mediation and arbitration shall be equally divided between PPHOA and the Concert Parties which are the subject of the dispute. The Parties also agree that each Party shall pay its own fees and costs, including attorneys’ fees.

**13. Disputes Arising After Expiration of Term:** If the term of this Agreement expires and the Parties cannot agree to continue the Agreement or cannot reach an agreement on mutually agreeable terms, a Party may submit such dispute pursuant to the dispute resolution provisions contained herein.

**14. Voluntary Agreement:** The Parties mutually agree that in entering into this Agreement each party has freely and voluntarily done so with the full knowledge of the value and character of all of the terms and conditions herein and without any misrepresentation, fraud, duress, or coercion on the part of the other for the purpose and with the intent of fully settling and determining all disputes between them, including but not limited to those raised in the Civil Action.

**15. Entire Agreement; Modification:** This Agreement constitutes the full agreement of the Parties and may not be altered, modified or changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any such modification or change is or may be sought.

**16. Warranty of Capacity to Execute Settlement Agreement:** The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Agreement; and that the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

**17. Representative Capacity:** Each person signing this Agreement on behalf of a party personally warrants to all other parties that such person is fully authorized to execute this Agreement on behalf of such represented party and such execution is fully binding on such party.

**18. Construction of Agreement:** This Agreement shall be considered to have been prepared jointly by PPHOA and the Concert Parties with the assistance of counsel, and in any

disputes in connection with this Agreement, this Agreement shall not be construed against any party based on authorship.

**19. Severability:** If any portion of this Agreement is deemed void or unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect. The Parties acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement.

**20. Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the respective successors, heirs, permitted assigns, administrators, executors and legal representatives of the Parties.

**21. Governing Law:** This Agreement shall be governed by the laws of the State of Maryland.

**22. Final Agreement – Each Party Represented:** This Agreement contains the final and entire understanding of the Parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein. During the pendency of the Civil Action, and during the negotiation and preparation of this Agreement, PPHOA was represented by Gerard T. McDonough, Esq. and The Roberts Law Group, PLLC, and the Concert Parties were represented by Joseph A. Compofelice, Jr., Esq. and MarcusBonsib, LLC.

**23. Counterparts:** This Agreement may be signed in counterparts, each of which shall be enforceable against the party executing and delivering the same, and all of which shall constitute a single and enforceable agreement.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound and by their respective signatures below, acknowledge that there exist no other promises, representations or agreements relating to this Agreement, except as specifically set forth herein, and that the Parties knowingly and voluntarily enter into this Agreement with a full understanding of its contents.

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**[SIGNATURES TO APPEAR ON FOLLOWING PAGE]**

**CONCERT WOODMORE, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**PLEASANT PROSPECT  
HOMEOWNERS ASSOCIATION, INC.**

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

**CONCERT WOODMORE BEVCO, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**CONCERT WOODMORE BEVCO, LLC**

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

**CONCERT GOLF MANAGEMENT, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**CONCERT GOLF PARTNERS, LLC**




By: PETER J. NANULA  
Its: MANAGING MEMBER

**CONCERT WOODMORE, LLC**

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By:  
Its:

**PLEASANT PROSPECT  
HOMEOWNERS ASSOCIATION, INC.**

  
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**CONCERT GOLF PARTNERS, LLC**

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