

ADDENDUM TO SETTLEMENT AGREEMENT

THIS ADDENDUM TO SETTLEMENT AGREEMENT (the "Addendum"), dated May 27, 2022, is entered into by and between **Pleasant Prospect Homeowners Association, Inc. t/a Woodmore ("Woodmore")**, party of the first part, and **Concert Woodmore, LLC ("Concert Woodmore")**, and **Concert Woodmore Bevco, LLC ("Concert Bevco")** (collectively known as the "**Concert Parties**"), parties of the second part. Hereinafter Woodmore and the Concert Parties shall collectively be known as the "**Parties**".

Whereas, the Parties entered into the "Settlement Agreement" dated April 19, 2017 to resolve disputes between the Parties, which is incorporated herein by reference;

Whereas, Concert Golf Partners, LLC and Concert Golf Management, LLC were parties to the Settlement Agreement, but their interests have since been taken over by Concert Woodmore, which was an original party and a party to this addendum;

Whereas, the Settlement Agreement was for a 5-year term, terminating on May 31, 2022, however Section 7 called for renewal for additional 5-year terms; and

Whereas, the Parties seek to renew the terms of the Settlement Agreement for an additional 5-year term subject to certain modifications to the original terms.

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

1. **Recitals**: The above Recitals are true and correct and incorporated herein by reference and made a part hereof.
2. **Settlement Agreement**. The Settlement Agreement is incorporated herein by reference and amended by the following provisions of this Addendum.
3. **Effective Date**: The "Effective Date" of this Addendum is June 1, 2022.
4. **Amendment to Section 3 of Settlement Agreement**. Section 3 of the Settlement Agreement is amended by deleting the third paragraph of Section 3 in its entirety and inserting the following instead:


On the 1st of each month, Concert Woodmore shall provide Woodmore with the names of existing social Community-resident members. By the fifteenth of each quarter (January 15th, April 15th, July 15th, October 15th), Concert Woodmore shall pay to Woodmore its payment obligation under this Section for the three (3) months prior beginning July 15, 2022. To the extent there are any months when the 50-membership minimum is not met, Concert Parties' annual payment obligation will be reduced by one-twelfth(1/12th).

5. **Term of Addendum:** Pursuant to Section 7 of the Settlement Agreement, the term of the Settlement Agreement as amended by this Addendum shall be five (5) years commencing on the Effective Date. The term of the Settlement Agreement as amended by this Addendum may be extended for additional terms of five (5) years if consented to by all Parties in writing.

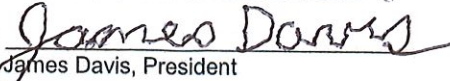
6. **Terms of Settlement Agreement:** The remaining terms of the Settlement Agreement shall remain in full force and effect. If there are any conflicts between the terms of the Settlement Agreement and this Addendum, this Addendum shall control.

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 Addendum, except as specifically set forth herein, and that the Parties knowingly and voluntarily enter into this Addendum with a full understanding of its contents.

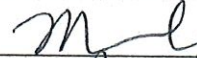
CONCERT WOODMORE, LLC

By: 
Print Name: PETER J. NANULA
Its: CEO

PLEASANT PROSPECT HOMEOWNERS ASSOCIATION, INC. T/A WOODMORE

By: 
James Davis, President

CONCERT WOODMORE BEVCO, LLC

By: 
Print Name: PETER J. NANULA
Its: CEO