

Amended and Restated Settlement Agreement

This Amended and Restated Settlement Agreement (“2024 Agreement”) dated this 7th day of August 2024 is entered into between Concert Woodmore, LLC d/b/a The Country Club at Woodmore (“Club”) and Pleasant Prospect Homeowners Association, Inc. (“HOA”). Collectively, the Club and the HOA shall be referred to as the “Parties.”

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

WHEREAS, the Club owns real property within the Community where the Club operates a country club;

WHEREAS, the Parties engaged in litigation in the Circuit Court for Prince George’s County (Case No. CAL12-09110) that resulted in the Parties executing a written settlement agreement dated April 19, 2017 (“2017 Agreement”);

WHEREAS, by consent of the Parties, the 2017 Agreement was extended by the execution of the Addendum to Settlement Agreement dated May 27, 2022 (“2022 Extension”) which, among other things, extended the terms of the 2017 Agreement an additional five (5) years;

WHEREAS, in April 2023 the Club changed its policies, replacing its 22% a la carte service fee with a monthly fixed fee the Club refers to as the “level-loading” fee, which fee was \$40 per member per month at the time of implementation in April 2023 (“Level-Loading”);

WHEREAS, by letter of April 28, 2023 the HOA, through counsel, notified the Club of its objection to Level Loading for HOA social members of the Club, which it considered to be a violation of the 2017 Agreement and the Parties initiated the “Dispute Resolution Process” mandated by Section 12 of the 2017 Agreement;

WHEREAS, by letter of September 4, 2023, the HOA notified the Club that it intended to implement a new fee structure for gate cards issued by the HOA to the Club for its members, which fees were to take effect on 15 September 2023 (“Gate Access Card Fees”). The Club, through counsel, objected to the increased Gate Access Card Fees, which it considered to be a violation of the 2017 Agreement, and the Parties added the Gate Access Card Fees to the pending Dispute Resolution Process;

WHEREAS, the Club, through counsel, objected to the Gate Access Card Fees and filed litigation, (Case No. C-16-CV-23-00428) (“Civil Case”) which was temporarily resolved during the pendency of the Dispute Resolution Process;

WHEREAS, the Club also served notice on Prince George’s County, Maryland and the HOA of the Club’s intent to challenge the legality of Prince George’s County’s agreement with the HOA regarding access to Pleasant Prospect Road, facilitating the filing of the lawsuit styled *Jackson, et al v. Prince George’s County, Maryland, et al.*, Case No. 8:20-23-cv-0346 in the United States District Court for the District of Maryland (the “Gate Case”);

WHEREAS, the Parties reached a temporary agreement whereby the HOA agreed it would not deactivate gate cards pending conclusion of the Dispute Resolution Process.

WHEREAS, the Parties are mindful of the many disputes between them and enter into this 2024 Agreement to amicably resolve the various points of contention between the Parties and to re-establish the cooperative relationship between the parties going forward.

NOW, THEREFORE, in consideration of the following promises, agreements and releases contained here, receipt of which is hereby acknowledged, the Club and the HOA hereby agree to the following terms:

1. **Recitals**: The above Recitals are incorporated herein by reference.
2. **Relationship to 2017 Agreement and 2022 Extension**: This 2024 Agreement wholly replaces the 2017 Agreement and 2022 Extension so that the entire understandings of the Parties are contained herein.
3. **Effective Date**: The effective date of this Agreement is August 7th, 2024.
4. **Level-Loading Charged by the Club**: As set forth herein, the Club began charging Level-Loading to all Club members on April 1, 2023 in the amount of \$40 per month per member. The Parties hereby agree to the following provisions related to Level-Loading.

Effective with the execution of this Agreement by both parties, the HOA agrees to end its challenge to the Club Level Loading implemented by the Club in April 2023 on all of the HOA’s members and related disputes between the Parties. The Parties hereby agree the HOA will not interfere or challenge any of pricing or fees charged by the Club to its members for any membership category, including but

not limited to the level loading fee charged to social members that live in Woodmore.

5. **Gate Cards and the Gate Access Card Fees:** This provision is intended to address the Gate Access Card Fees dispute and related disputes between the Parties. The Parties agree as follows:
- a. The Club shall continue to pay to the HOA a one-time activation fee of \$35 per gate card, except that should the HOA increase the one-time activation fee for newly issued gate cards to HOA residents, the Club shall be subject to the same amount of increase charged to HOA members. For example, if the HOA increases the one-time activation fee by \$5.00, the Club will be subject to the same increase of \$5.00 for the one-time activation fee for newly issued gate cards. For the avoidance of doubt, under no circumstances shall the activation fee on gate cards issued to the Club be increased retroactively, nor shall the per card activation fee be a recurring fee. The one-time activation fee of \$35 is inclusive of the actual cost of the gate card, which actual cost has been paid separately by the Club to the HOA's vendor prior to the execution of this Agreement. The Club is no longer required to make separate payment to the HOA's vendor, the HOA or any other person for the actual cost of the gate card because that cost is now, upon execution of this Agreement, subsumed in the one-time activation fee set forth herein.
 - b. Deactivated gate cards that the Club seeks to reactivate will be subject to the activation fee set forth in Section 5(a) above unless the deactivation was due to error on the part of the HOA or its agents.
 - c. The Club shall not be required to pay any other fee other than the one-time \$35 activation fee set forth in Section §5(a) & (f), except upon request to reactivate a deactivated gate card. This restriction prohibits the HOA, its agents and its vendors from charging to the Club and/or its members a monthly gate card access fee, a renewal fee or any other fee not specifically provided for in this Section.
 - d. Within forty-five (45) days of the execution of this Agreement, the HOA shall provide to the Club a list of gate cards assigned to the Club ("Master List"). Within forty-five (45) days of receipt of said list, the Club shall respond with all gate cards identified on the Master List that should be deactivated. That response will conclude the compilation of the Master List that the Parties shall jointly use moving forward.

- e. At the conclusion of each calendar year and within sixty (60) days of the HOA's written request to the Club's General Manager, the Club shall provide to the HOA an itemized list indicating the gate cards by number that should be deactivated as determined by the Club in its sole discretion. This annual list is the "Annual Deactivation List."
- f. Should the Club fail to produce (1) the response to the Master List required under subsection (d); or (2) the Annual Deactivation List within sixty (60) days of the HOA's written request, the HOA may send written notification to the Club's General Manager requesting that the Club cure this deficiency by producing the response to the Master List or the Annual Deactivation List ("Notice to Cure"). This Notice to Cure shall be sent via overnight mail and e-mail to (i) the Club's General Manager and (ii) the Club's Corporate office at Concert Woodmore, LLC, 300 International Parkway, Suite 150, Lake Mary, Florida 32746, Attention: General Counsel (legal@concertgolfclubs.com). If the response to the Master List or the Annual Deactivation List is not provided within thirty (30 days) following the Club's actual receipt of the Notice to Cure, thereafter the HOA, at its sole discretion, may charge a monthly fee of \$150 for every full month that passes after the 30-day period following receipt of the Notice to Cure, which fee may be charged to the Club as a penalty for failing to produce the response to the Master List or the Annual Deactivation List. Other than charging the \$150 monthly fee set forth herein, the HOA cannot take any other action against the Club, the gate cards or the Club's members arising from the response to the Master List or the Annual Deactivation List. Notwithstanding the foregoing, the Club, at its sole discretion, may provide updates to the Annual Deactivation List during the calendar year.
- g. It is the intent of the Parties that the activation/reactivation fee of \$35 per card be the only fee, charge, cost, expense, and/or contribution towards any costs allegedly incurred by the HOA for gate related costs and expenses, subject to Sections 5(a) and 5(f) herein.

6. Covenant to Maintain One's Own Land and Property; No Interference:

- a. The Parties hereby declare their intention and obligation to use, and maintain their own respective real property, personal property and appurtenances, including any waterways owned or controlled by the applicable Party in a manner that meets State and County standards. It is the duty and obligation of the Club to use, care for and maintain personal and real property owned by the Club. In the same way, it is the duty and obligation of the HOA to use, care for and maintain personal and real property owned by the HOA.

- b. Notwithstanding the above, beginning January 1, 2025, the Club will pay a fixed Annual Fee to the HOA no later than January 15 each and every year in the amount of Fifteen Thousand Dollars (\$15,000), which fee the HOA may use in any lawful manner in its own discretion. At any time in the future, if a country club, as defined as a business engaging in the same or similar business as the Club engages, is no longer operated on the Club's premises, the obligation to pay the fixed Annual Fee and this Agreement terminate by operation of law.
- c. It is the intent of the Parties that the Annual Fee along with the Gate Card Fees set forth in Section 5 as well as the fee in Section 5(f) hereof be the only fees, charges, costs, expenses and/or contribution towards any costs allegedly incurred by the HOA for any items, including but not limited to the costs for current maintenance, security, landscaping, improvements and services provided by the HOA or any other cost incurred by the HOA for anything at all. If any new improvements are made or new services provided by the HOA, the Club shall not be responsible for any additional fees unless or until the Parties have agreed to such in writing, it being understood that the Club shall have no obligation whatsoever to agree to any such additional services, fees or assessments and, in the Club's sole and absolute discretion, shall be entitled to unreasonably withhold, condition, or delay its consent to same.
- d. The HOA expressly acknowledges and agrees that the Club has no obligation to the HOA to contribute to the care, maintenance, upkeep or any other costs relating to the HOA's real and personal property. This provision is not intended to bar a claim should the Club damage the real or personal property of the HOA under a negligence or intentional tort theory in an occurrence that transpires after the execution of this 2024 Agreement.
- e. The Club expressly acknowledges and agrees that the HOA has no obligation to the Club to contribute to the care, maintenance, upkeep or any other costs relating to the Club's real and personal property. This provision is not intended to bar a claim should the HOA subsequently damage the real or personal property of the Club under a negligence or intentional tort theory in an occurrence that transpires after the execution of this 2024 Agreement.
- f. The Parties further agree that they will take no action to unreasonably interfere in any manner with the others' business, whether by delaying or denying access to Pleasant Prospect Road to Club members or guests, unauthorized treatment by one Party of lakes, ponds, or other waterways owned or controlled by the other Party, or by use of HOA common areas for Club events without prior approval of the HOA. The Parties jointly agree to strive to work together amicably and not unduly harm or impair the interests of the other.

7. **Dismissal of Pending Federal Litigation:** Two private individuals have filed the Gate Case. As additional consideration, the Club agrees to facilitate the dismissal of the Gate Case, which dismissal shall be without prejudice, within five (5) business days of execution of the Agreement by all Parties. The Club agrees to provide a copy of the signed Stipulation of Dismissal to be filed by the Plaintiffs in the Gate Case, which will be provided to the HOA's counsel following execution of this Agreement. The Parties agree that the HOA has the right, in its sole discretion, to declare this Agreement null and void in its entirety if the Gate Case is not dismissed in accordance with this Section 7.
8. **Membership Payments:** The Parties hereby expressly acknowledge and agree that the requirements of Section 3 of the 2017 Agreement, which required the Club to pay an annual fee to the HOA based on levels of membership, shall no longer be of any force and effect, effective as of the full execution of this Agreement.
9. **Joint Quarterly Meetings:** The HOA and Club agree to have the General Manager of the Club and an officer of the HOA Board meet quarterly for the purposes of discussing any issue important to any party, and the Parties agree that any meetings can and will be held in conjunction with HOA meetings whenever practicable.
10. **Retention of All Other Terms and Conditions of Membership:** Except as otherwise provided herein, all other terms and conditions of membership with the Club shall remain in effect, including the right of the Club to require payment from members of other fees and charges as it may establish from time to time, together with applicable sales or other taxes. This document does not supersede, alter, or abolish the Club's individual contractual agreements with Club members, except as specifically provided herein.
11. **Membership Threshold Requirements:** The Parties formally abandon and nullify the membership minimum contained in the 2017 Agreement. The Parties agree that there is no membership minimum requirement necessary for the HOA to achieve in order to obtain the benefits set forth in this 2024 Agreement.
12. **Specific Release:** This 2024 Agreement does not contain a general release, and to the extent not explicitly addressed herein, both the Club and the HOA retain and reserve all rights.
13. **Term of Agreement:** Unless specifically indicated otherwise herein, the term of this 2024 Agreement is perpetual. It is the intent of the Parties that this 2024

Agreement serve as the framework for governing their relationship forever unless this 2024 Agreement is superseded by a later written agreement executed by both Parties.

14. **No Admission of Liability or Wrongdoing**: The Parties agree that this 2024 Agreement, the Dispute Resolution Process or any proceedings connected with this 2024 Agreement shall not be considered or deemed an admission on the part of any Party hereto as any fact, allegation, claim or statement relating to guilt, culpability or liability.
15. **Dismissal of the Civil Case and Termination of Dispute Resolution Process**: The Parties hereby agree that the Club shall, at its own expense, dismiss the Civil Case currently pending in the Circuit Court for Prince George's County, Maryland. Further, the Parties agree to jointly terminate the Dispute Resolution Process invoked under Section 12 of the 2017 Agreement. The Parties agree to cooperate to effectuate the intent of this section and further agree to share equally any administrative cost incurred by complying with Dispute Resolution Process such as mediation fees, arbitration fees and related fees.
16. **Attorneys' Fees and Costs**: Each Party shall bear its own attorneys' fees and costs.
17. **Dispute Resolution**: To the extent any and all disputes of any nature arise between the HOA and the Club arising under this Agreement the Parties agree that the following dispute resolution procedures shall be the sole and exclusive remedy available to the Parties:
 - a. **First** – The aggrieved party shall bring the grievance to the other party 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. The Parties will use reasonable efforts to schedule mediation within three (3) months of notice;
 - 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 or mediator mutually agreed upon by the Parties in writing. The Parties will use reasonable efforts to schedule the arbitration within three (3) months of notice.

In the event that any dispute arises between the Parties, Parties agree that the costs of mediation and arbitration shall be equally divided. The Parties also agree that each Party shall pay its own fees and costs, including attorneys' fees.

While this 2024 Agreement is perpetual in duration, so long as the Club is owned by Concert Woodmore, LLC or its permitted successors or assigns, the Parties agree that it is not and shall not be a violation of this 2024 Agreement for the Parties to not reach any future agreement.

18. **Website Removal:** Within three (3) business days of the execution of this Agreement the Club agrees to remove all text and documents from the website that has distributed information and documents related to the HOA and the disputes resolved herein, except that the Club shall be permitted to use that same website to post (1) this executed Agreement and (2) a brief statement stating only that the matters have resolved.
19. **Voluntary Agreement:** The Parties mutually agree that in entering into this 2024 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 purposes and with the intent of fully settling and determining the disputes between the Parties set forth herein.
20. **Nullification and Replacement of 2017 Agreement and 2022 Extension:** As indicated in Section 2 of this 2024 Agreement, it is the intent of the Parties to fully replace and supersede the 2017 Agreement and 2022 Extension with this 2024 Agreement. No provision, promise, intent, or consideration contained in any prior agreement is binding on the Parties except as set forth in this 2024 Agreement.
21. **Entire Agreement and Modification:** This 2024 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 Parties.
22. **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 2024 Agreement, except as otherwise forth herein. The Parties have the sole right and exclusive authority to execute this Agreement and the Parties warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to this this Agreement.

23. **Representative Capacity**: Each person signing this 2024 Agreement on behalf of a Party personally warrants that such a person is fully authorized to execute this 2024 Agreement on behalf of such represented Party and such execution is fully binding on such a Party.
24. **Construction of Agreement**: This 2024 Agreement shall be considered to have been prepared jointly by the HOA and the Club with the assistance of counsel, and in any disputes in connection with this 2024 Agreement, this 2024 Agreement shall not be construed against any party based on authorship.
25. **Severability**: If any portion of this 2024 Agreement is deemed void or unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this 2024 Agreement, which shall otherwise remain in full force and effect. The Parties acknowledge that in executing this 2024 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 2024 Agreement.
26. **Successors and Assigns**: This 2024 Agreement shall be binding upon and inure to the benefit of the respective parent companies, partners, subsidiaries, successors, heirs, assigns, administrators, executors and legal representatives of the Parties.
27. **Governing Law**: This 2024 Agreement shall be governed by the laws of the State of Maryland.
28. **Final Agreement**: This 2024 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.
29. **Filing in the Land Records Office**: The Parties agree to cooperate to file this 2024 Agreement or any other appropriate Notice in the Land Records Office of Prince George's County, Maryland to the extent permissible by law. The Parties also agree to submit a Consent Order attaching this 2024 Agreement in resolution of the Civil Case, which Order shall be publicly available.
30. **Counterparts**: This 2024 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, 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 2024 Agreement, except as specifically set forth herein, and that the Parties knowingly and voluntarily enter into this 2024 Agreement with a full understanding of its contents.

Concert Woodmore, LLC
dba The Country Club at Woodmore

DocuSigned by:
Sundria Ridgley
By: _____
CBSB2D821EA3416...
Sundria R. Ridgley
Title: Authorized Person
Date: 8/7/2024

Pleasant Prospect Homeowners Association, Inc.
t/a Woodmore

By: James Davis
James Davis
Title: President
Date: 8/7/2024