



WOODWARD, PIRES & LOMBARDO, P.A.

ATTORNEYS AT LAW

EST. 1971

MARK J. WOODWARD

Board Certified: Real Estate Law
and in Condominium
& Planned Development Law

ANTHONY P. PIRES, JR.

Board Certified: City, County,
and Local Government Law

J. CHRISTOPHER LOMBARDO

ANTHONY J. DIMORA

Licensed in FL and OH

LENORE T. BRAKEFIELD

CRAIG R. WOODWARD

Senior Counsel

KENNETH V. MUNDY

ZACHARY W. LOMBARDO

Board Certified: City, County,
and Local Government Law

CAMERON G. WOODWARD

ROSS E. SCHULMAN

Licensed in FL and NY

F. SCOTT PAUZAR, III

DOMINICO R. PALMA

CHANDLER A. KANSY

MARY C. BROCKMAN

REPLY TO:

☒ 3200 TAMiami TRAIL N.
SUITE 200
NAPLES, FL 34103
239-649-6555
239-649-7342 FAX

☐ 606 BALD EAGLE DRIVE
SUITE 500
MARCO ISLAND, FL 34145
239-394-5161
239-642-6402 FAX

WWW.WPL-LEGAL.COM

January 3, 2025

By email

Chené M. Thompson

Pavese, Counsel to Renaissance Community Association, Inc.

1833 Hendry Street, Fort Myers, FL 33901

P.O. Box 1507, Fort Myers, FL 33902

CheneThompson@paveselaw.com

Subject: Renaissance Community Association ("RCA")

Ms. Thompson,

We are in receipt of your letter of December 31, 2024.

From the tenor and content of your letter, it appears to us and our client, Concert Renaissance, LLC ("Concert"), that your client, by demanding agreement on essential terms in an unrealistic time frame without providing proposed documentation, is not making a good faith attempt to negotiate and finalize an overall resolution.

Your letter, together with the actions of several of your client's board members, confirms to Concert that the RCA has no intention of resolving the pending issues, despite Concert's substantial good faith efforts to finalize a mutually beneficial agreement. Instead, it appears that your client, in bad faith, is purposely not advancing a plan that would achieve a resolution in order to advance another agenda designed to undermine Concert's legitimate business interests.

Your client has had a copy of Concert's last version of a proposed agreement that would resolve these matters for at least 7 months, which version essentially offered the RCA virtually everything it had requested, save a few minor negotiable matters. This latest letter from you, dated one day before a unilaterally imposed deadline of January 1, 2025, evidences your client's bad faith and will not be acceded to.

As of the date of your letter (December 31, 2024), the date of the unilateral deadline (January 1, 2025), and the date of this letter (January 3, 2025), your client has failed to provide any meaningful response to the proposed agreement, nor has your client presented edits to the proposed agreement. Instead, your November 20, 2024, letter stated it contained a non-exhaustive list of items to discuss and purported to invite a discussion as to how to resolve the negotiations. In response, by my letter of December 10,

2024, Concert offered a discussion, without the use of attorneys, to keep the conversation focused on the needs of the parties and to avoid unnecessary legal costs to the Renaissance community. Your recent letter inexplicably rejects that approach.

Concert will not respond to the constantly changing demands and arbitrary deadlines in your December 31, 2024, letter or in any future letter until the RCA begins acting and negotiating in good faith. It is clear the RCA is pursuing some other agenda to achieve some end other than establishing a mutually beneficial relationship between the RCA and Concert.

Please be advised, until any current agreements are mutually amended, they remain in full force and effect, and Concert will demand strict compliance with same by the RCA. Concert has not and is not waiving any of the rights and privileges it has under the current agreements. Concert has and is not waiving its right to enforce the obligations, duties and responsibilities of the RCA under the current agreements. Any non-compliance by your client with current agreements will be deemed non-compliance, regardless of the negotiations to date, and Concert will not hesitate to assert its rights and pursue all available and appropriate legal remedies against the RCA and individual board members.

If your client is prepared to negotiate in good faith, Concert welcomes that. However, if your client continues to insist on setting arbitrary deadlines and making demands without a true intent to resolve anything, then there is nothing further to discuss at this time.

Sincerely,

A handwritten signature in cursive script that reads "Zachary W. Lombardo".

Zachary W. Lombardo, Esq.