

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT (the "Agreement") is made, entered into, and effective as of the last date of execution below, by and between the City of Concord (the "City") and Barber-Scotia College, Inc. (the "College") (the City and the College are referred to individually as a "Party" or jointly as the "Parties").

RECITALS

WHEREAS, on or around February 24, 2023, the City obtained a judgment in the Cabarrus County Superior Court case captioned *City of Concord v. Barber-Scotia College Incorporated*, No. 22-CVS-0486, providing that the City is entitled to Judgment against the College in the principal amount of \$380,640.00, together with interest thereon at the rate of 8% per annum from March 1, 2022, until paid (the "Judgment").

WHEREAS, writ of execution was issued for the Judgment on May 2, 2023, providing, *inter alia*, that the court costs were \$335.00.

WHEREAS, the Parties have settled in full all of the issues and claims in dispute between them on the terms and conditions set forth in the provisions herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein stated, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby made a part of this Agreement as if fully set forth herein.
2. **Title to Real Properties.** Within one hundred twenty (120) days of receipt of the executed Agreement, and for other good and valuable consideration, the College shall cause to be conveyed to the City title to the following real properties:

- 91 Crowell Drive SW, PIN 5620-75-8773;
- 515 Honduras Street NW, PIN 5600-97-8296;
- 558 Honduras Street NW, PIN 5600-97-6256;
- 61 Fox Street SW, PIN 5620-92-6606; and
- Vee Avenue, PIN 5620-76-0475.

(the “Properties”).

3. **Settlement Payment.** Upon receipt of the duly executed Agreement, and for other good and valuable consideration, the College shall pay to the City the total amount of one hundred and fifty thousand and 00/100 dollars (\$150,000.00) (the “Settlement Amount”), received in good funds, on or before March 15, 2025.

4. **Satisfaction of Judgment.** Upon the City’s receipt of the duly executed Agreement, the Settlement Amount, clear title to all of the Properties, and for other good and valuable consideration, the City shall file a full satisfaction of the Judgment (the “Satisfaction”). The Satisfaction shall be filed within ten (10) business days of the later of the City’s receipt of the executed Settlement Amount and the College’s performance, in full, under Paragraph 2 and Paragraph 3 of this Agreement.

5. **The City’s Release of the College.** In consideration of this Agreement, receipt of the Settlement Payment and Properties, and other good and valuable consideration, the City, for itself and its attorneys, insurers, agents, and representatives, hereby releases, remises, discharges and forever forgives the College and its heirs, attorneys, insurers, agents, and representatives, of and from any and all manner of action, causes of action, suits, debts, dues, sums of money, damages, judgments, claims, and demands that arose or accrued, whether known or unknown, whether claimed or unclaimed, from the beginning of time until the date of this Agreement and that relate to this matter and claims that could have been brought; except for the obligations of the College set forth in this Agreement.

6. **The College's Release of the City.** In consideration of this Agreement, the filed Satisfaction of Judgment, and other good and valuable consideration, the College, for itself and its attorneys, insurers, agents, representatives, and any person or entity claiming by or through it, hereby releases, remises, discharges and forever forgives the City and its attorneys, insurers, agents, and representatives, of and from any and all manner of action, causes of action, suits, debts, dues, sums of money, damages, judgments, claims, and demands that arose or accrued, whether known or unknown, whether claimed or unclaimed, from the beginning of time until the date of this Agreement and that relate to this matter and claims that could have been brought; except for the obligations of the City set forth in this Agreement.

7. **Authority to Enter Agreement.** The Parties represent and warrant that the individuals executing this Agreement on each Party's behalf have the power, authority, capacity, and competence to bind each respective Party to the obligations and undertaking set forth in this Agreement, including the releases set forth herein.

8. **New or Different Facts Have No Impact.** This Agreement shall be and remain in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional or previously unknown fact(s), or any fact different from that which either Party now knows or believes to be true. Nothing in this Agreement shall be construed as a waiver or release of any Party's rights to enforce the terms of this Agreement.

9. **Choice of Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

10. **Attorneys' Fees, Expenses, and Costs.** The Parties shall bear their own respective attorney's fees, expenses, and costs incurred, if any, in connection with this matter. Notwithstanding the foregoing, if either Party files a motion or action to enforce the terms of this

Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, expenses, and costs incurred in enforcing this Agreement.

11. **No Admission of Liability.** The Parties agree that this settlement is a compromise of disputed claims and that the payment and releases made in this Agreement are not to be construed as admissions of liability on the part of the Parties to this Agreement. The Parties specifically deny liability of any nature or kind to each other.

12. **Entire Agreement and Interpretation.** This Agreement constitutes the entire understanding of the Parties with respect to the matters in this Agreement. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between or among the Parties hereto relating to the subject matter of the Agreement. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the remaining parts, terms, and provisions shall be valid and enforceable. This Agreement shall not be construed against either Party as the author or drafter of this Agreement.

13. **Clear Title is a Material Term:** The College has promised and the Parties have agreed that the College shall convey title to each of the Properties that is free and clear of all encumbrances, back taxes, liens, tenancies, adverse claims for reformation, possession, or ownership, or otherwise with a cloud on title, which promise the City materially relies upon in entering into and performing under this Agreement. The Parties acknowledge and agree that the College's breach of this obligation is a material breach of this Agreement, entitling the City to retain all monies and real property received by the College under this Agreement and to declare, without prior notice and in its sole discretion, the releases in Paragraph 5 of this Agreement null and void, in addition to the City's available legal rights and remedies to pursue the College for breach of this Agreement.

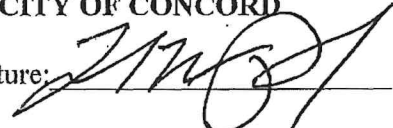
14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys who are attorneys of their own choosing, or that one or both of the Parties have knowingly, willingly, and freely waived representation of counsel, and that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party.

15. Counterparts. This Agreement may be executed in multiple counterparts by the Parties and will become effective and binding upon the Parties at such time as all the signatories have executed a counterpart thereof. A facsimile or pdf of the signature page bearing the signature of a party shall be deemed to have the same force and effect as an original signature to this Agreement.

**READ THIS SETTLEMENT AGREEMENT CAREFULLY.
IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF the Parties have executed this Agreement by their signatures on the date written below.

THE CITY OF CONCORD

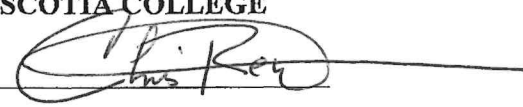
Signature: 

Print Name: Lloyd Payne

Title: City Manager

Date: February 24, 2025

BARBER-SCOTIA COLLEGE

Signature: 

Print Name: Chris Rey

Title: President

Date: 2-25-2025