

Exhibit "2"

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this _____ day of _____, 2021 by and between the CITY OF COCONUT CREEK, FLORIDA, a municipal corporation (the "City") and NORTH BROWARD PREPARATORY SCHOOLS, LLC, a Florida limited liability company and BMOC-MIA (FL) LLC, a Delaware limited liability company (collectively the "School"):

WHEREAS, the School has brought a case against the City known as *North Broward Preparatory Schools, LLC, v. City of Coconut Creek*, Case Number CACE-20-021961, in the Seventeenth Judicial Circuit in and for Broward County, Florida (the "Lawsuit"); and

WHEREAS, the City and the School are desirous to resolve the Lawsuit; and

WHEREAS, City entered into a Pre-Annexation Agreement with the School on November 17, 1997 ("Agreement"); amended by that certain First Amendment to the Pre-Annexation Agreement dated May 13, 2004 ("First Amendment"); Second Amendment to the Pre-Annexation Agreement dated December 9, 2010 ("Second Amendment"); and Third Amendment to the Pre-Annexation Agreement dated February 12, 2015 ("Third Amendment") (collectively, the "Agreement"); and

WHEREAS, the City and the School are seeking to amend the Agreement (known as the Fourth Amendment"), which will be submitted for approval by the City Commission.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Recitals:** The foregoing recitals are true and correct.
- 2. City Commission Approval:** The parties understand and agree that this Agreement is subject to the approval of the Coconut Creek City Commission (the "City Commission"). Should the City Commission not approve the Agreement set forth herein, the terms of this Agreement shall be deemed null and void. Furthermore, should the Fourth Amendment to the Pre-Annexation Agreement ("Fourth Amendment") not be approved by the City Commission or fully executed by the Parties, then this Agreement shall be deemed null and void.
- 3. Dismissal With Prejudice of Litigation:** Within ten days of the full execution of the Fourth Amendment (which can only occur after the approval by the City Commission during a public meeting), counsel for the School shall file with the Court a Joint Stipulation and Notice of Voluntary Dismissal with Prejudice of the Lawsuit.
- 4. Release by School.** The School on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of

them, hereby releases and discharges the City, together with its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns and its and their past, present, and future commissioners, officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, known or unknown, which the School has, or may have had, against the City, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

- a. the Lawsuit;
- b. any special and/or non-ad valorem assessments levied by the City on the School or its property prior to the Effective Date of this Agreement; and/or
- c. any fees or other costs for facilities or services charged by the City to the School or its property prior to the Effective Date of this Agreement.

(collectively, the "Dispute").

The foregoing release resolves any claim for relief that has or could have been alleged by the School against the City, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

5. Fees and Expenses: The Parties agree that each of them will be responsible for paying their own attorney's fees, costs and expenses arising out of or connected with the Lawsuit.

6. Effective Date and Location of Agreement: The Parties agree that the effective date of this Agreement is the date it is approved by the City Commission, and this Agreement will be treated as having been made and executed in the City of Coconut Creek, Broward County, Florida.

7. Governing Law: This Agreement shall be enforceable in any jurisdiction and country and construed according to the laws of the State of Florida.

8. Entire Agreement: The Parties acknowledge that this Agreement contains all of the terms of the agreement between and among them that will be presented to the City Commission for approval as set forth in paragraph 2 above, and that there are no oral or implied agreements or understandings not specifically set forth herein. Each party acknowledges that no other party, or agent or attorney of any other party, or any person, firm, corporation or any other entity has made any promise, representation or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. Each signatory also hereby acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein. The Parties further agree that no modifications of this Agreement unless signed by all parties and approved by the City Commission. The Parties hereby agree to execute and deliver any and all further documents and instruments and to do all acts that any

of the parties to this Agreement may reasonably request which may be necessary or appropriate to fully implement the provisions of this Agreement.

9. Retention of Jurisdiction: Subject to the approval of the City Commission set forth in paragraph 2 above, the Circuit Court in and for Broward County that is overseeing the Lawsuit shall retain jurisdiction to enforce the terms of this Agreement.

10. Warranty: Each signatory to this Agreement warrants that he or she has authority to sign on behalf of the person or entity for whom or which he or she is signing.

IN WITNESS WHEREOF, the parties hereto have executed this as of the day and year written above.

WITNESSES:

**NORTH BROWARD PREPARATORY SCHOOLS, LLC,
a Florida limited liability company:**

Print Name: _____

By: _____

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2021 by _____, as _____ of NORTH BROWARD PREPRATORY SCHOLS, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

**BMOC-MIA (FL) LLC,
a Delaware limited liability company:**

Print Name: _____

By: _____

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2021 by _____, as _____ of BMOC-MIA (FL) LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Date: _____

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: _____
Marianne Bowers, Interim City Clerk

By: _____
Terrill C. Pyburn, City Attorney

Date: _____
STATE OF FLORIDA

Date: _____

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2021 by _____, as _____ of the City of Coconut Creek, a Florida Municipal corporation, who () is personally known to me or () has produced his Florida driver's license.

Notary Public
Print Name: _____
My Commission Expires: