

**OFFER IN COMPROMISE/SETTLEMENT AGREEMENT**

This Offer in Compromise/Settlement Agreement ("Agreement"), dated on the date that the last Party executes this agreement, is made by and between [REDACTED] (hereinafter referred to as "Taxpayer"), and Sheila D. White, in her official capacity as the City of Richmond Director of Finance (hereinafter referred to as "Director"). The Director and Taxpayer will be referred to collectively herein as the "Parties" and singularly as a "Party."

**WHEREAS,** [REDACTED]

**WHEREAS,** [REDACTED]

**WHEREAS,** [REDACTED]

**WHEREAS,** to avoid the risks, inconvenience, and costs of ongoing litigation, the Parties desire and agree to resolve the matter under the terms set forth herein; and

**WHEREAS,** [REDACTED]

**NOW THEREFORE:**

In consideration of the mutual representations, benefits and covenants contained herein, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Director and Taxpayer hereby agree as follows:

1. **Agreement to Compromise.** [REDACTED]
2. [REDACTED]

3. **Resolution of** [REDACTED] In recognition of the unique circumstances of this case and the discussions held between the Parties, the Parties acknowledge that it is in the best interest of all involved to reach an equitable resolution. [REDACTED]  
[REDACTED]

[REDACTED] This settlement is consistent with the principles of fairness and the discretionary powers granted to the Director under applicable laws. [REDACTED]  
[REDACTED]  
[REDACTED]

4. **Full and Final Settlement.** This Agreement represents a full and final settlement of all claims and issues that have been or could have been raised by either Party in connection with the Case and the specified periods.

5. **Confidentiality.** The terms of this Agreement are to be kept strictly confidential between the Parties, their successors, and assigns, and shall not be made known to any other party, including other taxing jurisdictions or authorities, unless required by law, subpoena, or court order, except that the Parties may provide this Agreement to external auditors or creditors as part of a financial statement audit. If the Director is legally required or compelled to do so, the Director will provide Taxpayer with written notice at least ten business days prior to any such potential requirement arising so that Taxpayer can have an opportunity to intervene or otherwise act as it deems appropriate. The Director agrees that it shall not disclose the existence of this Agreement or its terms to any other government entity or taxing authority, unless required by law.

6. **Miscellaneous.**

a. Execution: The Taxpayer agrees to execute this Agreement on or before [REDACTED] and return a PDF copy of the executed documents through its counsel to Taxpayer's counsel, Gabriel L. Boisvert at email: Gabriel.boisvert@rva.gov. The Director will countersign the executed Agreement before [REDACTED] and will transmit a PDF copy of the fully executed Agreement through her counsel to [REDACTED]  
[REDACTED]

b. Entire Agreement: This Agreement represents the entire understanding between the Parties, superseding all prior agreements. No modifications are binding unless in writing and signed by both Parties.

c. Binding Effect: This Agreement is binding on the Parties and their successors or assigns.

d. Jointly Drafted: The Parties have cooperated in drafting and preparing this Agreement, and it shall be construed according to the plain meaning of its language and not for or against any Party.

e. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

- f. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.



By: \_\_\_\_\_ Date: \_\_\_\_\_

**Sheila D. White, in her official capacity as City of Richmond Director of Finance**

By: \_\_\_\_\_ Date: \_\_\_\_\_