

Incomplete Settlement Agreement

Date:

RE:

File:

In order to induce _____,(the settlement agent), to proceed with the settlement on the referenced above notwithstanding the fact that: (1) the following necessary documents have not yet been completed or received by the settlement agent; (2) the following required actions have not yet taken place; or (3) other incomplete items to a completed settlement exist, namely:

We, the undersigned parties to this transaction, waive, disclaim and relinquish any claim or right we may have against the settlement agent, its agents, employees and/or owners from any and all losses or damages which any or all of the signatories below may suffer directly or indirectly because the settlement agent, its agents, employees and/or owners have proceeded to the conclusion of said settlement.

In addition to the above inducements, we further agree to indemnify and hold harmless the settlement agent, its agents, employees and/or owners from any and all claims, losses, damages, or liability whatsoever it may incur because of proceeding to the conclusion of this settlement, including, but not limited to: attorney's fees, costs and expenses of suit. This obligation shall be construed to be joint and several.

Purchaser(s):

Seller(s):

Commonwealth of Virginia

City/County of _____

The foregoing was acknowledged before me this _____, 20____.

My commission expires _____

Notary Public