
**ARLINGTON COUNTY
ECONOMIC DEVELOPMENT INCENTIVE
GRANT AGREEMENT
(Eastern Foundry)**

This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (this “**Agreement**”) is made and entered this ____ day of August 2016 (the “**Effective Date**”), by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (the “**County Board**”), a body corporate and politic of the Commonwealth of Virginia, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY**, a political subdivision of the Commonwealth of Virginia (the “**IDA**”), and **EASTERN FOUNDRY LLC**, a Virginia limited liability company (“**Eastern Foundry**”). Individually the County Board, Eastern Foundry, and the IDA may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS:

WHEREAS, Eastern Foundry is a government contracting incubator that provides certain mentoring, co working space and business services to entrepreneurs, technology startups, small businesses, and service providers primarily in the federal sector. Eastern Foundry desires to expand its operations in Arlington County, Virginia to the Rosslyn business corridor and has leased 19,000 square feet of office space at 1100 Wilson Boulevard in Arlington County, Virginia (the “**Eastern Foundry Rosslyn Facility**”); and

WHEREAS, in order to incentivize and induce Eastern Foundry to (i) lease the Eastern Foundry Rosslyn Facility through at least May 31, 2019, and (ii) facilitate the creation and maintenance of two hundred (200) New Jobs in Arlington County, Virginia by the Eastern Foundry Clients pursuant to the terms and conditions of this Agreement, the County Board has agreed, subject to appropriation and pursuant to the Industrial Development and Revenue Bond Act of the Code of Virginia of 1950, as amended, to allocate and provide up to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) in certain economic development incentive general funds to the IDA for the benefit of Eastern Foundry (“**EDI Grant**”), subject to the terms and conditions of this Agreement; and

WHEREAS, Eastern Foundry has agreed to accept the EDI Grant from the IDA as an incentive to lease the Eastern Foundry Rosslyn Facility through May 31, 2019 and facilitate the creation and maintenance of two hundred (200) New Jobs in Arlington County, Virginia by the Eastern Foundry Clients, pursuant and subject to the terms and conditions of this Agreement; and

WHEREAS, the County Board, the IDA and Eastern Foundry desire to set forth their understanding and agreement as to the conditions, payout and use of the EDI Grant proceeds, and the obligations of each of the Parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable considerations, mutual benefits, promises and undertakings of the Parties to this Agreement, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

2. Specific. In addition to any other capitalized term for which a meaning is expressly defined in this Agreement, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

(a) ***“Eastern Foundry Clients”*** means those certain Eastern Foundry clients, including entrepreneurs, technology startups, small businesses, and service providers primarily in the federal sector, that are operating their respective businesses out of the Eastern Foundry Rosslyn Facility.

(b) Intentionally Omitted.

(c) ***“Maintain”*** means that the permanent full-time New Jobs created by the Eastern Foundry Clients pursuant to this Agreement and located in Arlington County, Virginia will continue without interruption from the date of creation through at least May 31, 2019. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) strikes and (ii) other temporary work stoppages.

(d) ***“New Job”*** means new permanent full-time jobs of an indefinite duration that are created by the Eastern Foundry Clients during the term of this Agreement, which are counted by Eastern Foundry for the purpose of obtaining the EDI Grant from the IDA, and which are located in Arlington County, Virginia. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of Eastern Foundry’ operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year, and the Eastern Foundry Client employer must provide each employee with a New Job with a competitive salary and standard fringe benefits. Seasonal or temporary positions shall not qualify as New Jobs.

3. Economic Development Incentive Grant. In order to incentivize and induce Eastern Foundry to (A) lease the Eastern Foundry Rosslyn Facility through at least May 31, 2019, and (B) facilitate the creation of up to two hundred (200) New Jobs in Arlington County, Virginia by the Eastern Foundry Clients, the County Board, subject to appropriation and the terms of this Agreement, will provide up to a total of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) in certain economic development incentive general funds to the IDA for the benefit of Eastern Foundry. The EDI Grant will consist of a base amount of up to Three Hundred

Thousand and 00/100 Dollars (\$300,000.00) (the “**Base EDI Grant**”) and a bonus amount of up to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the “**Bonus EDI Grant**”).

4. Eastern Foundry Covenants and Obligations.

(a) Eastern Foundry covenants and agrees to locate, equip, operate, maintain and lease 19,000 square feet of office space in the Eastern Foundry Facility until at least May 31, 2019 (the “**Facility Lease Target**”).

(b) Eastern Foundry covenants and agrees to facilitate and ensure that the Eastern Foundry Clients will create and Maintain the following New Jobs in Arlington County, Virginia (the “**New Jobs Target**”):

(i) at least fifty (50) New Jobs at the Eastern Foundry Rosslyn Facility on or before December 31, 2016 (the “**Initial Jobs Target Date**”);

(ii) at least one-hundred (100) New Jobs at the Eastern Foundry Rosslyn Facility as of May 31, 2018; and

(iii) at least one-hundred fifty (150) New Jobs at the Eastern Foundry Rosslyn Facility as of May 31, 2019.

(c) Eastern Foundry covenants and agrees to assist the Arlington County staff and the IDA from time-to-time in promoting Arlington County’s attributes as a place to do business; to provide visible branding for Arlington County government at the Eastern Foundry Rosslyn Facility and on its website; to post quarterly articles and/or blog entries authored by Arlington County staff on Eastern Foundry’s blog, website and/or other Eastern Foundry communication platforms; and collaborate with Arlington County staff on a minimum of two (2) public relations (press/speaking) opportunities per year addressing a mutually-agreed upon topic.

(d) Eastern Foundry covenants and agrees to provide temporary free office space at the Eastern Foundry Rosslyn Facility for up to one year for at least one winner of “StartUp Arlington” during the term of this Agreement.

5. IDA Covenants and Obligations. Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to Eastern Foundry, the IDA shall, subject to the Disbursement Prerequisites in Section 6 below, disburse the EDI Grant payments to Eastern Foundry pursuant to Section 7 below. In the event the County Board fails to appropriate or transfer the requisite moneys to the IDA sufficient to fund the annual EDI Grant payments to Eastern Foundry, the IDA shall not be responsible for disbursing any more moneys than it actually receives from the County Board to Eastern Foundry.

6. Disbursement Prerequisites. Notwithstanding any other provision in this Agreement to the contrary, the obligations of the IDA to disburse all or a portion of a Base EDI Grant to Eastern Foundry on the applicable Base EDI Grant Distribution Date listed in the Base EDI Grant Distribution Schedule in Section 7(a) below and a Bonus EDI Grant to Eastern Foundry

on the applicable Bonus EDI Grant Distribution Date listed in the Bonus EDI Grant Distribution Schedule in Section 7(c) (if applicable) are subject to and conditioned on the fulfillment of the following disbursement preconditions (the “Disbursement Prerequisites”):

(a) **Receipt of Notarized Affidavit.** Within thirty (30) days of the Initial Jobs Target Date, on or before June 15, 2018, and June 15, 2019, the County Manager must have confirmed in writing to the IDA that Eastern Foundry has provided the County Manager, or his designee, with a notarized affidavit (“Notarized Affidavit”), a *sample* of which is attached hereto as **Exhibit A**, declaring, among other things:

(i) The total number of New Jobs created and Maintained by Eastern Foundry Clients that are located in Arlington County, Virginia as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Milestone Schedule below;

(ii) The amount of square footage leased and occupied by Eastern Foundry at the Eastern Foundry Rosslyn Facility as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Milestone Schedule below; and

(iii) Whether Eastern Foundry has fulfilled the milestones listed in the following Milestone Schedule as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period.

Milestone Schedule

EDI Grant Confirmation Deadline	EDI Grant Performance Period	Total Number of New Jobs Created / Maintained By Eastern Foundry Clients in Arlington County, Virginia as of the EDI Grant Confirmation Deadline	Total Square Footage Leased by Eastern Foundry at the Eastern Foundry Rosslyn Facility as of the EDI Grant Confirmation Deadline
Initial Jobs Target Date	Effective Date – Initial Jobs Target Date	50	19,000
05/31/2018	6/1/2017 – 05/31/18	100	19,000
05/31/2019	6/1/2018 – 05/31/19	150	19,000

(b) **Payment of Taxes.** On or before June 15, 2018, and June 15, 2019, the County Manager must have confirmed in writing to the IDA that Eastern Foundry has paid all applicable property, business, professional and occupational license taxes assessed to and due by Eastern Foundry to Arlington County.

(c) **Appropriation and Transfer of Funds.** The County Board must have appropriated and transferred moneys to the IDA that are sufficient to fund the disbursement of the

EDI Grant. The IDA shall have no responsibility to transfer funds to Eastern Foundry beyond such funds as are transferred by the County Board to the IDA.

7. Disbursement of EDI Grants.

(a) **Base EDI Grant.** Upon Eastern Foundry’s satisfaction of the Disbursement Prerequisites in Section 6 above, within sixty (60) days of the Initial Jobs Target Date, on July 15, 2018, and July 15, 2019 (each an “**EDI Grant Distribution Date**”), the IDA shall disburse to Eastern Foundry all or a portion of a Base EDI Grant to Eastern Foundry in accordance with the following “**Base EDI Grant Distribution Schedule**” and subject to the “**Grant Distribution Conditions**” set forth in Section 7(b) below:

Base EDI Grant Distribution Schedule

Base EDI Grant Confirmation Deadline	Base EDI Grant Distribution Date	Base EDI Grant Distribution Amount	Total New Jobs	Leased Square Feet
Initial Jobs Target Date	Within 60 days of Initial Jobs Target Date	Up to \$100,000.00	50	19,000
05/31/2018	02/15/2017	Up to \$100,000.00	100	19,000
05/31/2019	02/15/2018	Up to \$100,000.00	150	19,000

(b) **Grant Distribution Conditions.**

(i) *Full Distribution of Base EDI Grant.*

A. **New Jobs Target.** If, as of the “**Base EDI Grant Confirmation Deadline**” in the Base EDI Grant Distribution Schedule above, Eastern Foundry Clients have created and Maintained at least ninety percent (90%) of the corresponding “**Total New Jobs**” listed in the above Base EDI Grant Distribution Schedule in Arlington County, Virginia, then, on the corresponding Base EDI Grant Distribution Date, the IDA shall disburse an annual Base EDI Grant to Eastern Foundry in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

B. **Facility Lease Target.** If, as of the “**Base EDI Grant Confirmation Deadline**” in the Base EDI Grant Distribution Schedule above, Eastern Foundry has leased at least ninety percent (90%) of the corresponding “**Leased Square Feet**” listed in the above Base EDI Grant Distribution Schedule at the Eastern Foundry Rosslyn Facility, then, on the corresponding Base EDI Grant Distribution Date, the IDA shall disburse an annual EDI Grant to Eastern Foundry in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

(ii) *Partial Distribution of Base EDI Grant.*

A. **New Jobs Target.** If, as of the “**Base EDI Grant Confirmation Deadline**” in the Base EDI Grant Distribution Schedule above, Eastern Foundry Clients have created and Maintained between fifty percent (50%) and eighty-nine percent (89%)

of the corresponding “Total New Jobs” listed in the above Base EDI Grant Distribution Schedule in Arlington County, Virginia, then, on the corresponding Base EDI Grant Distribution Date, the IDA shall disburse a partial Base EDI Grant to Eastern Foundry for an amount equal to the actual percentage of Total New Jobs created and Maintained as of the corresponding Base EDI Grant Confirmation Deadline multiplied by Fifty Thousand and 00/100 Dollars (\$50,000.00).

B. Facility Lease Target. If, as of the “Base EDI Grant Confirmation Deadline” in the Base EDI Grant Distribution Schedule above, Eastern Foundry has leased between fifty percent (50%) and eighty-nine percent (89%) of the corresponding “Leased Square Feet” listed in the above Base EDI Grant Distribution Schedule at the Eastern Foundry Rossyln Facility then, on the corresponding Base EDI Grant Distribution Date, the IDA shall disburse a partial Base EDI Grant to Eastern Foundry for an amount equal to the actual percentage of square feet leased by Eastern Foundry at the Eastern Foundry Rossyln Facility as of the corresponding Base EDI Grant Confirmation Deadline multiplied by Fifty Thousand and 00/100 Dollars (\$50,000.00).

(iii) No Distribution of Base EDI Grant. If, as of the “Base EDI Grant Confirmation Deadline” in the Base EDI Grant Distribution Schedule above, Eastern Foundry Clients have not created and Maintained at least fifty percent (50%) of the “Total New Jobs” listed in the above Base EDI Grant Distribution Schedule in Arlington County and Eastern Foundry has not leased at least fifty percent (50%) of the “Leased Square Feet” listed in the above Base EDI Grant Distribution Schedule at the Eastern Foundry Rossyln Facility, then on the corresponding Base EDI Grant Distribution Date, the IDA shall not disburse any portion of the annual Base EDI Grant to Eastern Foundry.

(c) Bonus EDI Grant. If, as of the “Bonus EDI Grant Confirmation Deadline” in the Bonus EDI Grant Distribution Schedule below, Eastern Foundry Clients have (i) created and Maintained at least ninety percent (90%) of the corresponding “Total New Jobs” listed in the above Base EDI Grant Distribution Schedule in Arlington County, Virginia, and (ii) created and Maintained an additional fifty (50) New Jobs located in Arlington County, Virginia, then, on the corresponding Bonus EDI Grant Distribution Date, the IDA shall disburse a Bonus EDI Grant to Eastern Foundry in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

Bonus EDI Grant Distribution Schedule

Bonus EDI Grant Confirmation Deadline	Bonus EDI Grant Distribution Date	Bonus EDI Grant Distribution Amount	Total Bonus New Jobs
Initial Jobs Target Date	Within 60 days of Initial Jobs Target Date		
05/31/2018	02/15/2017	\$50,000.00	50
05/31/2019	02/15/2018	\$50,000.00	50

8. Repayment of EDI Grant. In order for Eastern Foundry to retain the EDI Grants disbursed by the IDA pursuant to Section 7 above, Eastern Foundry shall be required to Achieve

the “Milestones” on each of the applicable “Milestone Dates” in accordance with the EDI Grant Repayment Schedule set forth below in this Section 8.

If Eastern Foundry has not achieved the Milestones on each of the applicable Milestone Dates in accordance with the EDI Grant Repayment Schedule set forth below in this Section 8, then Eastern Foundry shall repay to the IDA an amount equal to all of the EDI Grants that have been disbursed to Eastern Foundry by the IDA as of the applicable Milestone Date. Such repayment shall be made by Eastern Foundry in full within ninety (90) days of the applicable milestone date.

EDI Grant Repayment Schedule

Milestone Dates	Milestones
May 31, 2018	(i) Eastern Foundry shall have created and Maintained at least fifty (50) New Jobs in Arlington County, Virginia. (ii) Eastern Foundry shall have leased and occupied at least 9,500 square feet at the Eastern Foundry Rosslyn Facility from June 1, 2017 to May 31, 2018.
May 31, 2019	(i) Eastern Foundry shall have created and Maintained at least seventy five (75) New Jobs in Arlington County, Virginia. (ii) Eastern Foundry shall have leased and occupied at least 9,500 square feet at the Eastern Foundry Rosslyn Facility from June 1, 2018 to May 31, 2019.

9. Miscellaneous Provisions.

(a) Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the Parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: Arlington County
 2100 Clarendon Boulevard, Suite 302
 Arlington, Virginia 22201
 Attn: Mark Schwartz, County Manager
 Fax: (703) 228-3218
 Email: MSchwartz@ArlingtonVA.US

With Copies to: Arlington County
 Office of the County Attorney
 2100 Clarendon Blvd, Suite 403
 Arlington, Virginia 22201
 Attn: Robert E. Dawson, Assistant County Attorney
 Fax: (703) 228-7106

Email: RDawson@ArlingtonVA.US

Arlington County
Arlington Economic Development
1100 North Glebe Road, Suite 1500
Arlington, Virginia 22201
Attn: Victor L. Hoskins, Director
Fax: (703) 228-0805
Email: VHoskins@ArlingtonVA.US

To Eastern Foundry: Eastern Foundry LLC
2011 Crystal Drive, Suite 400
Arlington, Virginia 22202
Attn: Andrew Chang
Fax: (703) 682-6804
Email: andrew@eastern-foundry.com

To the IDA: Industrial Development Authority of Arlington County
2100 Clarendon Blvd, Suite 501
Arlington, Virginia 22201
Attn: Jason Friess, Secretary/Treasurer
Fax: (703) 224-3401
Email: JFriess@arlingtonva.us

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties hereto as to the EDI Grant and may not be amended or modified, except in writing, signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Eastern Foundry may not assign its rights and obligations under this Agreement without the prior written consent of the County Board and the IDA.

(c) Governing Law; Venue. This Agreement is made, and is intended to be performed, in Arlington County, Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Arlington, and such litigation shall be brought only in such court.

(d) No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

(e) Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture, or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

(f) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. Each of the capitalized terms expressly defined in this Agreement shall be applicable equally to the singular and the plural forms of such terms and to all genders.

(h) Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

(i) Determinations; Disbursements.

(i) Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by Eastern Foundry shall be binding on the IDA. The IDA may request such determinations by the County Manager as necessary.

(ii) The IDA shall have no responsibility to disburse any funds to Eastern Foundry beyond the amount the IDA has received from or on behalf of the County Board for the purpose.

(j) No Waiver of Sovereign Immunity by County Board or IDA. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement

nor any action taken by the County Board or the IDA, pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Arlington County's or the IDA's respective elected and appointed officials, officers and employees.

(k) Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County Board or the IDA shall be personally liable to Eastern Foundry in the event of any default or breach by the County Board or for any amount which may become due to the Eastern Foundry or its successors or assigns or on any obligation under the terms of this Agreement.

(l) Attorney's Fees. Attorney's fees shall be paid by the Party incurring such fees.

(m) Business Day Convention. If the date of any required action hereunder falls upon a weekend day, or a holiday when the New York Stock Exchange is not open for business, the required action may be deferred to the next occurring business day.

(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

[Signatures and acknowledgments appear on the following pages]

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of
Virginia

By: John A. Washington Jr.
Name: John A. Washington Jr.
Title: Chair

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 31st day of August, 2016, before me, personally appeared John A. Washington Jr., who acknowledged himself to be the Chairman of the Industrial Development Authority of Arlington County, Virginia in the above instrument, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Industrial Development Authority of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia by himself as Chairman of the Industrial Development Authority of Arlington County, Virginia.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lusonja Jackson
Notary Public

My Commission Expires: 03/31/2018

Lusonja Jackson
NOTARY PUBLIC
Registration # 7336413
COMMONWEALTH OF VIRGINIA
March 31, 2018

IN WITNESS WHEREOF, the County Board, the IDA, and Eastern Foundry have each executed, or caused to be duly executed, this Economic Development Incentive Grant Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA, a
body corporate and politic of the
Commonwealth of Virginia


Stephen A. MacIsaac, County Attorney

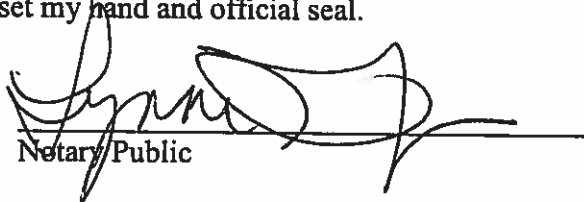
By: 
Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 24th day of August, 2016, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as County Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as County Manager of Arlington County, Virginia

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 1/31/19



**EASTERN FOUNDRY LLC, a Virginia
limited liability company**

By: [Signature]
Name: Geoff Orazem
Title: MANAGING PARTNER

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Arlington

On this the 17th day of August, 2016, before me, personally appeared Geoff Orazem, who acknowledged himself to be the manager partner of Eastern Foundry in the above instrument, and that he, as manager partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Geoff Orazem, a personally known by himself as Geoff Orazem of Eastern Foundry.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature: Kathleen E. Farah]
Notary Public

My Commission Expires: 4-30-2019

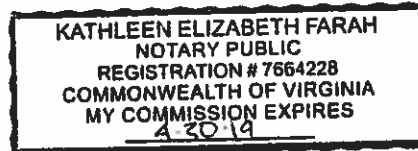


Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

AFFIDAVIT
OF
[INSERT NAME OF GRANTEE]

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Subscribed and sworn before me this ____ day of _____, 20__

[INSERT NAME], **[Insert Title]** of _____, after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

- (a) **[Insert Name]** is **[Insert Title]** of **[Eastern Foundry]**, and as **[Insert Title]** has been duly authorized to execute and deliver this Affidavit for and on behalf of **[Eastern Foundry]** pursuant to that certain Arlington County Economic Development Incentive Grant Agreement, dated July 1, 2016, by and among the County Board of Arlington County, Virginia, the Industrial Development Authority of Arlington County, and **[Eastern Foundry]** (the “**Grant Agreement**”), and all actions required under **[Eastern Foundry]**’s organizational documents and applicable governing law for the authorization, execution and delivery of this Affidavit have been duly taken (to the extent such actions are required) as of the date of execution and delivery of this Affidavit.
- (b) As of December 31, 20__ (the “**EDI Grant Confirmation Deadline**”):
- (i) **[Eastern Foundry]** has created and Maintained (as defined in the Grant Agreement) a total of _____ (_____) New Jobs (as defined in the Grant Agreement) at the Eastern Foundry Rosslyn Facility (as defined in the Grant Agreement); The position title and salary for each New Job created are listed on Attachment 1 of this Affidavit;
 - (ii) **[Eastern Foundry]** has leased and occupied _____ (_____) square feet at the Eastern Foundry Rosslyn Facility (as defined in the Grant Agreement); and
 - (iii) Intentionally Omitted
 - (iv) As of the EDI Grant Confirmation Deadline, **[Eastern Foundry]** **[has / has not]** fulfilled the milestones listed in the Milestone Schedule in Section 6(a)(iii) of the Grant Agreement for the proceeding EDI Grant Performance Period.

I, _____, a notary public, do hereby certify that _____, the affiant whose name is subscribed to the foregoing affidavit duly swore and made oath that the facts contained therein are true and correct to the best of his/her information, knowledge and belief,

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

before me in the said City/County of _____, Commonwealth of Virginia, this
_____ day of _____, 20_____

My commission expires:

Notary Public
Notary Registration No. _____

[*Reproducible Notarial Seal*]

