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**ARLINGTON COUNTY  
ECONOMIC DEVELOPMENT INCENTIVE  
GRANT AGREEMENT  
(CSHV LINCOLN PLACE LLC)**

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This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (“**Agreement**”) is entered into as of the date of full execution by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic of the Commonwealth of Virginia (the “**County Board**”); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY**, a political subdivision of the Commonwealth of Virginia (the “**IDA**”); and **CSHV Lincoln Place LLC**, a Delaware limited liability company having its principal place of business at c/o Clarion Partners, LLC, 701 8<sup>th</sup> Street, NW, Suite 800, Washington, DC 20001 (the “**Property Owner**”), individually a “**Party**” and collectively the “**Parties**”.

**RECITALS**

**WHEREAS**, the Property Owner is the owner of that certain real property in Arlington, Virginia at 600 and 700 Army Navy Drive – Real Property Code Number 35-004-007 (the “**DEA Property**”), as more particularly described in **Exhibit A**; and

**WHEREAS**, the Property Owner has executed a lease for 511,487 square feet with the Government Services Administration (“**GSA**”) to retain federal government operations at the DEA Property for 15 years from the Lease Commencement Date, as defined below; and

**WHEREAS**, in order to incentivize and induce the Property Owner to lease 511,487 square feet of space at the DEA Property to GSA for 15 years from the Lease Commencement Date, subject 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 Eleven Million Five Hundred Eight Thousand Four Hundred Fifty-Eight and 00/100 Dollars (\$11,508,458.00) in economic development incentive general funds (“**EDI Grant**”), in annual installments, to the IDA for the benefit of the Property Owner; and

**WHEREAS**, the Property Owner has agreed to accept the EDI Grant from the IDA, in annual installments, as an incentive to lease 511,487 square feet at the DEA Property to GSA for 15 years from the Lease Commencement Date, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the County Board, the IDA and the Property Owner desire to set forth their understanding and agreement as to the conditions and payout of the EDI Grant proceeds and the obligations of each of the Parties.

**NOW, THEREFORE,** in consideration of the foregoing and the covenants and agreements of the Parties, 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, 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 recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

2. **Definitions.** 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) **“EDI Grant Confirmation Deadline”** means each date by which the Property Owner must provide to the County Manager or his designee a notarized affidavit, a *sample* of which is attached hereto as **Exhibit B**, declaring the amount of square footage leased to and occupied by GSA at the DEA Property and the shell rental rate as of the preceding Lease Anniversary Date. The EDI Grant Confirmation Deadline will occur annually for 15 years, beginning 15 days after the first Lease Anniversary Date.

(b) **“EDI Grant Distribution Date”** means each date on which the IDA shall disburse to the Property Owner all or the earned portion of the EDI Grant, in accordance with the terms of this Agreement. The EDI Grant Distribution Date will occur annually for 15 years, 30 days after each EDI Grant Confirmation Deadline.

(c) **“Lease Anniversary Date”** means the date that is 12 months from the Lease Commencement Date and each subsequent date that is 12 months from the preceding Lease Anniversary Date.

(d) **“Lease Commencement Date”** means the composite weighted average of the completion dates of the four renovation phases, as calculated at the completion of renovations.

(e) **“Swing Space”** means the 75,000 square feet of space that GSA will lease at 2200 Crystal Drive during the renovation process.

3. **Covenants and Obligations.**

(a) The Property Owner covenants and agrees to lease 511,487 square feet of office space at the DEA Property to GSA for 15 years from the Lease Commencement Date (“**Facility Lease Target**”). The Facility Lease Target does not include Swing Space, as defined above.

(b) The Property Owner covenants and agrees to use its reasonable efforts 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 (e.g. testimonials, quotes, meeting locally with prospects looking at Arlington, participate locally on panels highlighting Arlington).

4. **IDA Covenants and Obligations.** Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to the Property Owner, the IDA shall, subject to the Disbursement Prerequisites in Section 5 and the EDI Grant calculations in Section 6, disburse the EDI Grant payments to the Property Owner pursuant to Section 7.

5. **Disbursement Prerequisites.** The obligation of the IDA to disburse an EDI Grant payment to the Property Owner on the applicable EDI Grant Distribution Date, as set forth in Section 7(a), is subject to and conditioned on the fulfillment of the following preconditions ("Disbursement Prerequisites"):

(a) **Receipt of Notarized Affidavit.** On or before each EDI Grant Confirmation Deadline, the Property Owner must have provided the County Manager or his designee with a notarized affidavit, substantially in the form attached as **Exhibit B**, declaring, as of the corresponding Lease Anniversary Date, the amount of square footage leased to and occupied by GSA at the DEA Property, the shell rental rate at the DEA Property and the square footage leased to and occupied by GSA at the Swing Space.

Should the Lease Commencement Date be determined to be more than one year before the completion of renovations, the Property Owner must submit a retroactive notarized affidavit for each Lease Anniversary Date that occurs between the Lease Commencement Date and the completion of renovations.

(b) **Release of Tax Information.** The Property Owner must sign the Authorization to Release Confidential Tax Information (attached as **Exhibit D**) to authorize the Arlington County Office of Commissioner of Revenue to release the Property Owner's business license tax (BPOL) and business tangible personal property tax information to Arlington County Economic Development and the Arlington County Department of Management and Finance beginning with tax year 2020 and continuing for fifteen (15) years or the length of GSA's lease at the DEA Property, whichever is greater. The County will treat the tax information as confidential and will not release it to the public, except as part of composite real estate and/or employee-related revenue data.

(c) **Payment of Taxes.** Subject to the Property Owner's right to contest its property, business, professional and occupational license taxes, on or before each Lease Anniversary Date, the Property Owner must be current on all applicable property, business, professional and occupational license taxes assessed to the Property Owner by Arlington County.

**6. Calculation of EDI Grants.**

(a) At the completion of renovations, the Parties will calculate the Lease Commencement Date and corresponding Lease Anniversary Dates, EDI Grant Confirmation Deadlines and EDI Grant Distribution Dates, in the form set forth at Exhibit C. The completed Exhibit C will become incorporated into this Agreement upon its completion.

(b) Each annual EDI Grant payment will be calculated as of the corresponding EDI Grant Confirmation Deadline according to the following formula, based on the “Per Square Foot Grant Rate” of \$1.50.

*Per Square Foot Grant Rate x total rentable square feet leased to GSA.*

(c) No annual EDI Grant payment may exceed \$767,231.00, the Per Square Foot Grant Rate x the Facility Lease Target (“**Maximum Annual EDI Grant**”).

(d) These calculations depend on a shell rental rate of no more than \$23.05 per rentable square foot (“**Shell Rental Rate Target**”). Any increase in the shell rental rate above the Shell Rental Rate Target will result in an equivalent decrease in the Per Square Foot Grant Rate; and the annual EDI Grant amount for that year will be calculated according to the following formula:

*(\$1.50 - (actual shell rental rate<sup>1</sup> - \$23.05)) x total rentable square feet leased to GSA. An example of the aforementioned calculation is attached as Exhibit E hereto.*

In no event shall any increase in the Shell Rental Rate Target require the Property Owner to repay any EDI Grant payments accruing to the Property Owner for any period prior to the increase in the Shell Rental Rate Target.

(e) If the Lease Commencement Date is more than one year before the completion of renovations, additional partial EDI Grant payments will be made retroactively on each EDI Grant Distribution Date until all earned amounts have been paid. Each additional payment will be calculated by multiplying the Maximum Annual EDI Grant by 0.5 (or up to \$383,616.00).

If the Swing Space is relocated outside Arlington County during the renovation process, the annual EDI Grant amount for that year or those years will be calculated according to the following formula:

*Maximum Annual EDI Grant - ((Swing Space square feet outside of Arlington County) x (\$1.50 - (actual shell rental rate - \$23.05)))*

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<sup>1</sup> Increases in operating costs shall not be included in the shell rental rate and shall not affect the calculation of the EDI Grants in any way.

**7. Disbursement of EDI Grants.**

(a) Upon the Property Owner's satisfaction of the Disbursement Prerequisites in Section 5, on each EDI Grant Distribution Date, the IDA will disburse to the Property Owner an EDI Grant payment as calculated pursuant to Section 6 and subject to the Grant Distribution Conditions set forth in Section 7(b).

(b) **Grant Distribution Conditions.**

(i) If, as of the applicable Lease Anniversary Date, GSA is leasing at the DEA Property at least fifty percent (50%) of the Facility Lease Target, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to the Property Owner the calculated annual EDI Grant amount.

(ii) If, as of the applicable Lease Anniversary Date, GSA is not leasing at the DEA Property at least fifty percent (50%) of the Facility Lease Target, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to the Property Owner, and this Agreement will terminate.

**8. Miscellaneous Provisions.**

(a) **Notices, Demands, and Communications between the Parties.** Formal notices, demands and communications among the Parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery:

**To the County:** Arlington County  
Office of the County Manager  
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: Susan Stout, Assistant County Attorney  
Fax: (703) 228-7106  
Email: SStout@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 the Property Owner:** CSHV Lincoln Place LLC  
c/o Clarion Partners, LLC  
701 8<sup>th</sup> Street, NW, Suite 800  
Washington, DC 20001  
Attn: Andrea Nolan, Senior Vice President  
Email: Andrea.Nolan@ClarionPartners.com

With a Copy to: CSHV Lincoln Place LLC  
c/o Clarion Partners, LLC  
230 Park Avenue, 12<sup>th</sup> Floor  
New York, New York 10169  
Attn: Christine D'Emilio, Controller  
Email: Christine.Demilio@ClarionPartners.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

With a Copy to: McGuireWoods, LLP  
1750 Tysons Blvd, Suite 1800  
Tysons Corner, Virginia 22102  
Attn: Michael W. Graff, Jr.  
Fax: (703) 712-5191  
Email: MGruff@McGuireWoods.com

Written notices, demands and communications shall be sent in the same manner to other addresses that any Party designates in writing.

(b) Entire Agreement: Amendments. This Agreement constitutes the entire agreement among the Parties as to the EDI Grant and may not be amended or modified, except in writing signed by each of the Parties.

(c) Transfer of Ownership. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Property Owner must notify the County Manager or his designee promptly upon any changes to the fee ownership of the DEA Property. All rights and obligations under this Agreement transfer to the new owner, except that any transfer of ownership to the federal government or to any entity that is wholly or partially exempt from paying property taxes in Arlington County will terminate this Agreement.

(d) 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 or in the United States District Court for the Eastern District of Virginia, and such litigation shall not be brought in any other court.

(e) 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, whether as a third-party beneficiary or otherwise.

(f) Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and do not create any partnership, joint venture or other joint enterprise among the Parties.

(g) 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 other provisions will remain in force, to the extent that they are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

(h) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any Party by reason of the authorship or any other rule of construction that 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.

(i) Determinations: Disbursements.

(i) Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by the Property Owner 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 The Property Owner beyond the amount that the IDA has received from or on behalf of the County Board for the purpose.

(j) Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County Board or of the IDA will be personally liable to the Property Owner in the event of any default or breach by the County Board or by the IDA or for any amount that may become due to the Property Owner or its successors or assigns under the terms of this Agreement.

(k) Business Day Convention. If the date of any required action 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 business day.

(l) Force Majeure. No Party will be held responsible for failing to fulfill an obligation under this Agreement if such failure is a result of a fire, riot, rebellion, natural disaster, war, act of terrorism, act of God or other cause that is beyond the control of the Party and that makes performance impossible or illegal.

(m) 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. A facsimile, .pdf copy or other electronic signature (e.g., docusign) of this Agreement, when signed in compliance with this Section, is an enforceable, original agreement for all purposes.

(n) Dispute Resolution. In the event of any dispute, controversy or claim of any kind arising under this Agreement, upon the written request of either Party, each of the Parties will designate a senior executive to meet with the other Party's designee in good faith and as necessary to attempt to resolve the dispute without formal proceedings. No Party may initiate formal proceedings for the resolution of a dispute until the earlier of (a) a good faith mutual conclusion by the executives that amicable resolution through continued negotiation of the matter does not appear likely or (b) the 90th day after the initial request to negotiate the dispute. After either condition has occurred, a Party may file an action in the jurisdiction and venue stipulated in Section 8(d) of this Agreement and may pursue any other remedy available at law or in equity. Nothing in this Section 8(n) will, however, prevent or delay a Party from instituting formal proceedings to (i) avoid the expiration of any applicable limitations period or (ii) seek injunctive relief.

**[Signatures and acknowledgments appear on the following pages]**



IN WITNESS WHEREOF, the County Board, the IDA and the Property Owner have each executed or caused to be executed, in duplicate, this Economic Development Incentive Grant Agreement, as of the day and year first written above.

Approved as to form:

  
Stephen A. MacIsaac, County Attorney

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

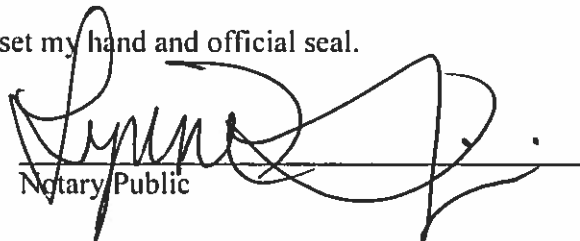
By:   
Mark Schwartz, County Manager

ACKNOWLEDGMENT

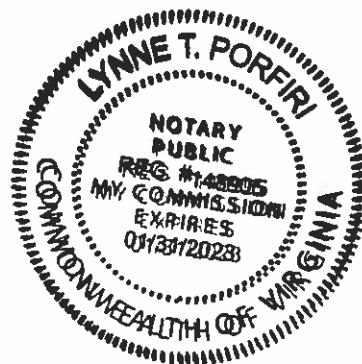
COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 7th day of May, 2019, before me personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County, Virginia, and, being authorized so to do, executed the foregoing instrument 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: 1/31/2023



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

By: Edwin L Fountain  
Edwin Fountain, Chair

**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 13 day of June, 2019, before me personally appeared Edwin Fountain, who acknowledged himself to be the Chair of the Industrial Development Authority of Arlington County, Virginia, and, being authorized so to do, executed the foregoing instrument by signing the name of the Industrial Development Authority of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia, by himself as Chair of the Industrial Development Authority of Arlington County, Virginia.

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

Jennifer Patricia Harris  
Notary Public

My Commission Expires: 5/31/2020



CSHV LINCOLN PLACE LLC, a Delaware limited liability company

By: CLARION PARTNERS, LLC, a Delaware limited liability company

By:   
Andrea Nolan, Senior Vice President

**ACKNOWLEDGMENT**

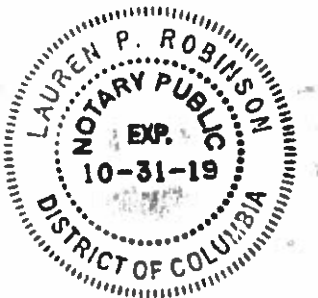
STATE OF Washington  
COUNTY OF District of Columbia

On this the 1 day of May, 2019, before me personally appeared Andrea Nolan, who acknowledged herself to be the Senior Vice President of Clarion Partners, LLC, a Delaware limited liability company, as the Manager of CSHV Lincoln Place LLC and, being authorized so to do, executed the foregoing instrument by signing the name of CSHV Lincoln Place LLC a Delaware limited liability company by herself as Senior Vice President of Clarion Partners, LLC, a Delaware limited liability company, as the Manager of CSHV Lincoln Place LLC.

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

  
Notary Public

My Commission Expires: 10/31/2019



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**Exhibit A**  
***Legal Description of the DEA Property***

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**Legal Description**

All that certain piece or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the County of Arlington, Commonwealth of Virginia, and being more particularly described as follows:

Parcel 1-C, containing 4.72507 acres, more or less, as the same is shown on plat of Resubdivision recorded in Deed Book 2062 at Page 914, among the land records of Arlington County, Virginia, as more particularly described by metes and bounds as follows:

BEGINNING at a point marking the intersection of the Easterly R/W line of South Hayes Street with the Southerly R/W line of Army-Navy Drive; thence with the Southerly R/W line of Army-Navy Drive S 80° 42' 11" E, 278.39 feet; S 78° 45' 05" E, 88.06 feet and with a curve to the right whose radius is 50.50 feet (and whose chord is S 34° 08' 30" E, 73.34 feet) and arc distance of 82.08 feet to a point on the Westerly R/W line of South Fern Street; thence with the Westerly R/W line of South Fern Street S 12° 25' 11" W, 152.64 feet and with a curve to the left whose radius is 1102.52 feet (and whose chord is S 06° 12' 39" W, 238.48 feet) an arc distance of 238.95 feet to a point; thence departing from the road and running with the Northerly Line of Parcel 1-B and continuing with the Northerly and Westerly lines of Parcel 1-A N 80° 11' 22" W, 483.77 feet; S 19° 40' 12" W, 62.83 feet and with a curve to the left whose radius is 1604.08 feet (and whose chord is S 15° 50' 20" W, 214.36 feet) an arc distance of 214.52 feet to a point on the aforementioned Easterly R/W line of South Hayes Street; thence with the Easterly R/W line of South Hayes Street the following courses: with a curve to the right whose radius is 4575.00 feet (and whose chord is N 14° 13' 21" E, 353.62 feet) an arc distance of 353.71 feet; N 16° 26' 14" E, 345.71 feet and with a curve to the right whose radius is 25.00 feet (and whose chord is N 57° 52' 01" E, 33.09 feet) an arc distance of 36.15 feet to the point of beginning, containing 4.72507 acres of land, more or less.

Arlington County RPC Number: 35-004-007

Property Address: 600 and 700 Army Navy Drive, Arlington, Virginia 22202

**Exhibit B**  
**Sample of the Required**  
**NOTARIZED AFFIDAVIT**

**AFFIDAVIT OF CSHV LINCOLN PLACE LLC**

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[Full Name], [Title] of CSHV LINCOLN PLACE LLC, a Delaware limited liability company authorized to transact business in the Commonwealth of Virginia (the "Property Owner"), after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

[Full Name] is [a/an/the] [Title] of the Property Owner and as [Title] has been duly authorized to execute and deliver this Affidavit for an on behalf of the Property Owner. All terms in this Affidavit are defined in the Grant Agreement.

**PROJECT SUMMARY:**

<b>Project</b>	CSHV Lincoln Place LLC
<b>Maximum Total EDI Grant</b>	\$11,508,458.00
<b>Facility Lease Target</b>	511,487 rentable square feet of office space
<b>Shell Rentable Rate Target</b>	\$23.05 per rentable square foot
<b>Per Square Foot Grant Rate</b>	\$1.50
<b>Maximum Annual EDI Grant</b>	\$767,231.00
<b>Swing Space (during renovation only)</b>	75,000 square feet

**PROJECT PERFORMANCE:**

As of \_\_\_\_\_, 20\_\_, the Lease Anniversary Date, the Property Owner [has/has not] fulfilled the criteria set forth in Section 5 of the Grant Agreement and is currently leasing \_\_\_\_\_ square feet to GSA at a shell rental rate of \$\_\_\_\_\_. GSA also is currently leasing \_\_\_\_\_ square feet of Swing Space at \_\_\_\_\_.

**CSHV LINCOLN PLACE LLC:**

By: Clarion Partners, LLC, a Delaware limited liability company, [Title]

By: \_\_\_\_\_  
[Full Name], [Title]

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, 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]

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**Exhibit C**  
**Sample of the Required**  
**CALCULATION AND DETERMINATION OF DATES**

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**DISTRIBUTION SCHEDULE**

**CALCULATION OF LEASE COMMENCEMENT DATE:**

Phase	Completion Date
I	
II	
III	
IV	
<b>Lease Commencement Date (Weighted Average)</b>	

**RETROACTIVE PAYMENT DISTRIBUTION SCHEDULE (if needed):**

Year	Lease Commencement Date/Lease Anniversary Date	EDI Grant Confirmation Deadline	EDI Grant Distribution Date	EDI Grant Distribution Amount

**EDI GRANT DISTRIBUTION SCHEDULE:**

Year	Lease Commencement Date/Lease Anniversary Date	EDI Grant Confirmation Deadline	EDI Grant Distribution Date	EDI Grant Distribution Amount

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

Exhibit D  
*Sample of the Required*  
**AUTHORIZATION TO RELEASE CONFIDENTIAL TAX INFORMATION**



INGRID H. MORROY  
COMMISSIONER

**ARLINGTON COUNTY, VIRGINIA**  
OFFICE OF COMMISSIONER OF REVENUE  
BUSINESS TAX DIVISION  
2100 CLARENDON BOULEVARD, SUITE 208  
ARLINGTON, VA 22201



OTILIO SABILLÓN  
DEPUTY COMMISSIONER

**AUTHORIZATION TO RELEASE CONFIDENTIAL TAX INFORMATION**

Name of taxpayer entity (please give the corporate or personal name which is used for the tax accounts): \_\_\_\_\_ Trade name (if any) \_\_\_\_\_

Last four digits of taxpayer ID number (TIN, EIN or SS # to help locate the records): \_\_\_\_\_

The above named taxpayer gives the office of the Arlington County Commissioner of Revenue permission to share the following confidential tax information with  
[Enter the names of persons or entities allowed to receive the information]

This permission is effective for the following types of taxes:

All information about taxes assessed by the Arlington County Commissioner of Revenue,  
OR

Only the following specific tax information (initial each that apply):

BPOL Tax information, including gross receipts and BPOL taxes assessed

Meals Taxes collected and remitted

Transient Occupancy Taxes collected and remitted

Information about personal property tax assessed. (Note, the total amount of personal property tax assessed to any taxpayer is already public information.)

This permission is for tax years:

All tax years OR

The following specific tax years: \_\_\_\_\_

This permission:

Includes future tax years until revoked, or

Does not include future tax years.

Read before signing. The person signing this form affirms that she/he is authorized to waive tax confidentiality for the named taxpayer and is acting with the explicit authorization of the taxpayer. Fraudulent use of this form could subject the signer to civil and criminal liability.  
[Please attach a page of company letterhead or a business card to this form.]

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Title (i.e. "CFO", "President", "Owner", etc.)

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

*e-mail: [business@arlingtonva.us](mailto:business@arlingtonva.us) phone: 703-228-3060 fax: 703-228-7048  
Visit us on the Web at [www.arlingtonva.us/tor](http://www.arlingtonva.us/tor)*

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**Exhibit E**

***Sample of Annual EDI Grant Calculation with Increase in Shell Rental Rate***

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The following is a sample of the calculation that would be used to determine the decrease in the Per Square Foot Grant Rate and corresponding annual EDI Grant in the event of an increase in the actual shell rental rate:

**ASSUMPTIONS:**

1. Shell Rental Rate Target = \$23.05 per rentable square foot
2. Actual shell rental rate after increase of \$0.45 per square foot = \$23.50 per square foot

In the forgoing example, in the event that the actual shell rental rate increased to \$23.50, from and after such increase, the Per Square Foot Grant Rate would be reduced to \$1.05 per square foot and the annual EDI Grant would be calculated as follows:

$$(\$1.50 - (\$23.50 - \$23.05), \text{ (i.e. } \$1.05 \text{ per square foot)} \times 511,487 = \$537,061.35$$

$$\text{New amount of annual EDI Grant} = \$537,061.35$$