
**ARLINGTON COUNTY
ECONOMIC DEVELOPMENT INCENTIVE
GRANT AGREEMENT
(THE BUREAU OF NATIONAL AFFAIRS, INC.)**

This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (“**Agreement**”) is made, on the date of full execution (“**Effective Date**”), by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (“**County Board**”), a body corporate and politic of the Commonwealth of Virginia; the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY (“IDA”)**, a political subdivision of the Commonwealth of Virginia; and **THE BUREAU OF NATIONAL AFFAIRS, INC. (“BNA”)**, a Delaware corporation authorized to transact business in the Commonwealth of Virginia, collectively the “**Parties**”.

RECITALS

WHEREAS, BNA desires to expand, equip and maintain its operations in Arlington County, Virginia and during the course of the Agreement to occupy seventy-eight thousand (78,000) square feet of rentable office space, in addition to BNA’s existing two hundred thousand (200,000) square feet of rentable office space (“**Existing Office Space**”), at 1801 South Bell Street (“**BNA Arlington Facility**”); and

WHEREAS, in order to incentivize and induce BNA to occupy the above-described rentable office space at the BNA Arlington Facility through at least June 30, 2020, and to create and Maintain two hundred fifty (250) New Jobs by June 30, 2020, the County Board has agreed, subject to the terms and conditions of this Agreement:

1. to allocate and provide up to eight hundred thousand dollars (\$800,000.00) in economic development incentive general funds (“**EDI Grant**”) to the IDA for the benefit of BNA, subject to appropriation and pursuant to the Industrial Development and Revenue Bond Act of the Code of Virginia of 1950, as amended; and
2. to amend Chapter 20 Article II of the Arlington County Code (Partial real estate tax exemption for certain substantially rehabilitated, renovated or replaced commercial and mixed use structures) to extend the duration of the partial tax exemption for the Crystal City Rehabilitation District (the “**Exemption**”) for an additional five (5) years; and

WHEREAS, the County Board, the IDA and BNA 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.

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, the following terms shall be defined as follows:

(a) **“Affiliate”** means any corporation or other entity that directly or indirectly controls or is controlled by or is under common control of BNA. Control is defined to mean at least a 50% ownership interest.

(b) **“Baseline”** means nine hundred seventy-two (972) full-time jobs at the BNA Arlington Facility, upon which the determination of the value of the EDI Grant was based.

(c) **“Maintain”** means, in relation to a specific New Job, that the New Job will continue without interruption from the date of creation through the date on which the number of such New Jobs is being measured. A New Job will be treated as Maintained during periods in which such positions are not filled due to strikes or other temporary work stoppages.

(d) **“New Job”** means a new permanent full-time job of indefinite duration at the BNA Arlington Facility for which standard fringe benefits are provided for the employee by BNA, that is counted by BNA for the purpose of obtaining the EDI Grant from the IDA and that increases the number of full-time jobs at the BNA Arlington Facility above the Baseline. For purposes of measuring New Jobs, BNA may include employees who have yet to commence employment with BNA but have signed an offer letter with BNA to commence employment within ten (10) business days of the applicable performance year. 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 BNA’s operations, which must consist of at least 48 weeks, or (ii) 1,680 hours of an employee’s time per year. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs do not qualify as New Jobs. The average annual cash compensation for BNA’s full-time employees on the date of measurement of the New Job must be equal to or greater than eighty-five thousand, five hundred dollars (\$85,500.00).

3. **BNA EDI Grant Obligations.**

(a) BNA covenants and agrees to occupy, equip, operate and maintain the following amounts of rentable office space in addition to the Existing Office Space at the BNA Arlington Facility (**“Facility Target”**):

- Twenty-five thousand (25,000) rentable square feet by June 30, 2018;

- Fifty thousand (50,000) cumulative rentable square feet by June 30, 2019; and
- Seventy-eight thousand (78,000) cumulative rentable square feet by June, 30, 2020.

(b) For the purpose of BNA meeting its Facility Target obligations under this Agreement, rentable office space that BNA Affiliates occupy at the BNA Arlington Facility will be attributed to BNA.

(c) BNA covenants and agrees to create and Maintain two hundred fifty (250) cumulative New Jobs at the BNA Arlington Facility (“**New Jobs Targets**”) by June 30, 2020.

(d) BNA covenants and agrees that the average annual wage of the New Jobs as of June 30, 2020 will be at least eighty-five thousand five hundred dollars (\$85,500.00), which is more than the prevailing average annual wage in Arlington County of eighty-five thousand two hundred thirty-four dollars (\$85,234.00).

(e) BNA covenants and agrees to use the EDI Grant proceeds to pay for or reimburse the cost of relocation and start-up expenses incurred when adding employees to the BNA Arlington Facility, including build-out, recruiting and training expenses.

(f) BNA 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.

4. **IDA Grant Disbursement Obligation.** Upon receipt of the requisite monies from the County Board to fund the EDI Grant payments to BNA, the IDA shall, subject to the Disbursement Prerequisites in Section 5, disburse the EDI Grant payments to BNA pursuant to Section 6.

5. **Disbursement Prerequisites.** The obligation of the IDA to disburse all or the earned portion of an EDI Grant to BNA on the applicable EDI Grant Distribution Date, as set forth in the Grant Distribution Schedule in Section 6(a), is subject to and conditioned on the fulfillment of the following preconditions (“**Disbursement Prerequisites**”):

(a) **Receipt of Notarized Affidavit.** On or before July 15, 2018; July 15, 2019; and July 15, 2020 (each a “**Grant Confirmation Deadline**”), BNA must have provided the County Manager or his designee with a notarized affidavit, a *sample* of which is attached as **Exhibit A**, declaring, among other things:

(i) The number of New Jobs created and Maintained by BNA during the corresponding performance period;

(ii) The cumulative amount of rental square footage occupied by BNA in addition to the Existing Office Space at the BNA Arlington Facility as of the corresponding EDI Grant Confirmation Deadline;

(iii) Whether BNA has fulfilled the milestones set forth in Section 3 in advance of the corresponding EDI Grant Confirmation Deadline.

(b) Release of Tax Information. BNA must sign the Authorization to Release Confidential Tax Information (attached as **Exhibit B**) to authorize the Arlington County Office of Commissioner of Revenue to release BNA’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 2017 and continuing for ten years. The County will treat the tax information as confidential and will not release it to the public or any other third-party, except as part of composite real estate and employee-related revenue data in accordance with Section 11(m).

(c) Payment of Taxes. On or before July 15, 2018; July 15, 2019; and July 15, 2020, BNA must be current on all applicable property, business, professional and occupational license taxes assessed to BNA by Arlington County.

6. Disbursement of EDI Grants.

(a) Upon BNA’s satisfaction of the Disbursement Prerequisites in Section 5, on August 15, 2018; August 15, 2019; and August 15, 2020 (each an “**EDI Grant Distribution Date**”), the IDA shall disburse to BNA all or the earned portion of the EDI Grant in accordance with the following Grant Distribution Schedule and subject to the Grant Distribution Conditions set forth in Section 6(b):

Grant Distribution Schedule

Performance Period	EDI Grant Confirmation Deadline	EDI Grant Distribution Date	Facility Target (cumulative rentable square feet)	Facility Target EDI Grant Distribution Amount	New Jobs EDI Grant Distribution Amount
7/1/2017-6/30/2018	7/15/2018	8/15/2018	25,000	\$100,000	\$1,600 per New Job
7/1/2018-6/30/2019	7/15/2019	8/15/2019	50,000	\$200,000	\$1,600 per New Job
7/1/2019-06/30/2020	7/15/2020	8/15/2020	78,000	\$100,000	\$1,600 per New Job

(b) Grant Distribution Conditions.

(i) *New Jobs Target.* By the applicable EDI Grant Confirmation Deadline, BNA will submit to the County in BNA’s notarized affidavit the number of New Jobs created and Maintained during the corresponding performance period. The IDA will then disburse by the applicable EDI Distribution Date an EDI Grant in an amount equal to one thousand, six hundred dollars (\$1,600.00) for each New Job created and Maintained during the corresponding

performance period. The New Jobs portion of the annual EDI Grant disbursement cannot exceed two hundred thousand dollars (\$200,000.00) in any performance year; and the New Jobs portion of the cumulative EDI Grant disbursements cannot exceed four hundred thousand dollars (\$400,000.00) by June 30, 2020.

(ii) *Facility Target.*

A. Full Distribution of EDI Grant. If, as of the applicable EDI Grant Confirmation Deadline, BNA has occupied at least ninety percent (90%) of the required cumulative square feet at the BNA Arlington Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to BNA the total corresponding Facility Target portion of the EDI Grant.

B. Partial Distribution of EDI Grant. If, as of the applicable EDI Grant Confirmation Deadline, BNA has occupied between fifty percent (50%) and eighty-nine percent (89%) of the required cumulative square feet at the BNA Arlington Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to BNA an amount equal to the actual percentage of square feet occupied by BNA at the BNA Arlington Facility as of the EDI Grant Confirmation Deadline multiplied by the total corresponding Facility Target portion of the EDI Grant.

C. No Distribution of EDI Grant. If, as of the applicable EDI Grant Confirmation Deadline, BNA has not occupied at least fifty percent (50%) of the required cumulative square feet at the BNA Arlington Facility, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to BNA for the Facility Target portion of the EDI Grant.

7. Repayment of EDI Grant.

(a) New Jobs Target. BNA must Maintain the cumulative number of New Jobs for which BNA has received EDI Grant monies until at least June 30, 2020, or repay a proportionate share of the EDI Grant monies. The repayment amount will be calculated as the number of New Jobs for which BNA received EDI Grant monies less the number of New Jobs as of June 30, 2020, multiplied by one thousand, six hundred dollars (\$1,600.00).

(b) Facility Target. BNA must occupy thirty-nine thousand (39,000) cumulative square feet of rentable office space, in addition to the Existing Office Space, at the BNA Arlington Facility through June 30, 2020, or repay to the IDA all EDI Grant monies that BNA received in connection with the Facility Target.

8. Extension of Partial Real Estate Tax Exemption. Arlington County will amend Chapter 20 Article II of the Arlington County Code (Partial real estate tax exemption for certain substantially rehabilitated, renovated or replaced commercial and mixed use structures) to extend the allowable duration of the Exemption for an additional five (5) years. As of any EDI Grant Confirmation Deadline, should BNA Maintain fewer than nine hundred seventy-two (972) full-time

jobs at the BNA Arlington Facility or occupy less than two hundred thousand (200,000) square feet at the BNA Arlington Facility, the County may decide to remove or reduce the duration of the Exemption. In order to qualify for the final year of the Exemption, BNA must occupy the Existing Office Space and employ the Baseline number of full-time employees at the BNA Arlington Facility through June 30, 2021. Accordingly, on July 15, 2021, BNA will provide to the County Manager a notarized affidavit reporting the number of rentable square feet that it has occupied and the number of full-time employees that it has employed at the BNA Arlington Facility through June 30, 2021.

9. **EDI Grant Confirmation Deadline Extension.** If the County Manager, in consultation with the IDA, deems that BNA has made good faith and reasonable efforts to achieve the Facility Target and the New Jobs Target, the County Manager may agree to extend the final EDI Confirmation Deadline by up to three hundred sixty-five (365) days. BNA must submit any request for an extension in writing to the County Manager no later than May 31, 2020. If the County Manager grants the extension, the extended EDI Grant Confirmation Deadline will become the final EDI Grant Confirmation Deadline for the purposes of this Agreement.

10. **Limitation of Liability.** The County Board's and the IDA's sole and exclusive remedies for BNA's failure to achieve the targets or comply with any obligation in this Agreement are as set forth in Sections 6, 7 and 8. In no event will BNA have any other liability beyond the repayment liabilities described in Section 7 for any failure to meet its covenants in this Agreement.

11. **Miscellaneous Provisions.**

(a) **Notices, Demands, and Communications between the Parties.** Formal notices, demands and communications between 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 D. 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 BNA: BNA
1801 South Bell Street
Arlington, VA 22202
Attn: Daniel Fine
Email: dfine@bna.com

With a Copy to: BNA
1801 South Bell Street
Arlington, VA 22202
Attn: Peter Sherman
Email: psherman@bna.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

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. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. BNA 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 or in the United States District Court for the Eastern District of Virginia, and such litigation shall not be brought in any other 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, whether as 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 do not create any partnership, joint venture or other joint enterprise among the Parties.

(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 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.

(g) 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.

(h) Determinations; Disbursements.

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

(i) Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County Board or of the IDA shall be personally liable to BNA 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 BNA or its successors or assigns under the terms of this Agreement.

(j) Attorney's Fees. Each Party shall pay its own attorney's fees.

(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) Confidentiality. Unless otherwise required by applicable law or regulation, the County Board and the IDA will use reasonable efforts to keep all reports and other information submitted by BNA confidential and will not make such reports available publicly or to any third-party as part of any Virginia Freedom of Information Act request, except that the County may include in periodic reporting to the County Board BNA's reported information concerning jobs added, square feet occupied, incentives that the County has paid to BNA and composite tax and revenue data. If BNA's confidential reports and information are otherwise required to be made public or disclosed, the County Board or the IDA will notify BNA as soon as possible and will cooperate with BNA to redact any information that is legally permitted to be redacted.

(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.

(o) 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. If the negotiated resolution of the dispute requires any Party to take, cause to be taken or cease taking some action, the Party must do so within a reasonable period of time, not to exceed ninety (90) days. 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 11(c) of this Agreement and may pursue any other remedy available at law or in equity. Nothing in this Section 11(o) 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 BNA have each executed or caused to be executed, in duplicate, this Economic Development Incentive Grant Agreement.

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

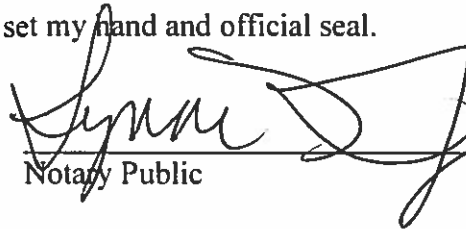
By: 
Mark Schwartz, County Manager

ACKNOWLEDGMENT

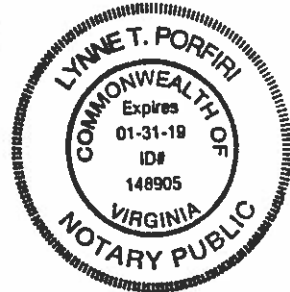
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 20th day of July, 2017, 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: 1/31/19



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

By: John Washington
John Washington, Chairman

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 17 day of July, 2017, before me personally appeared John Washington, who acknowledged himself to be the Chairman 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 Chairman of the Industrial Development Authority of Arlington County, Virginia.

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

Joseph D. Herb
Notary Public 285375

My Commission Expires: 9-30-2020

**THE BUREAU OF NATIONAL
AFFAIRS, INC.**, a Delaware corporation

By: *Gregory C. McCaffery*
Name Gregory C. McCaffery
Title CEO + President

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Arlington

On this the 6th day of July, 2017, before me personally appeared Gregory C. McCaffery who acknowledged herself/himself to be the CEO + President of BNA and, being authorized so to do, executed the foregoing instrument by signing the name of BNA, a Delaware corporation authorized to transact business in the Commonwealth of Virginia, by herself/himself as CEO + President of BNA.

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

Laura Calhoun Padilla
Notary Public

My Commission Expires: 02/28/2018



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 **THE BUREAU OF NATIONAL AFFAIRS, INC.** (“**BNA**”), a Delaware corporation authorized to transact business in the Commonwealth of Virginia, after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

- (a) [*Insert Name*] is [*Insert Title*] of BNA and as [*Insert Title*] has been duly authorized to execute and deliver this Affidavit for and on behalf of BNA. The Affidavit is a requirement of the Arlington County Economic Development Incentive Grant Agreement dated _____, 20__, by and among the County Board of Arlington County, Virginia, the Industrial Development Authority of Arlington County and BNA (“**Grant Agreement**”). All actions required under BNA’s organizational documents and applicable governing law for the authorization, execution and delivery of this Affidavit have been duly taken (to the extent required) as of the date of execution and delivery of this Affidavit. All terms in this Affidavit are defined as in the Grant Agreement.
- (b) As of _____, 20__ (the “**EDI Grant Confirmation Deadline**”):
 - (i) BNA [has/ has not] Maintained 972 Baseline full-time jobs.
 - (ii) BNA has created and Maintained a total of _____ (____) New Jobs during the corresponding performance period for total of _____ (____) cumulative New Jobs at the BNA Arlington Facility;
 - (iii) BNA [has/has not] occupied the existing 200,000 square feet of rentable office space;
 - (iv) BNA has occupied an additional _____ (____) cumulative square feet of rentable rental space at the BNA Arlington Facility; and
 - (v) BNA [has/has not] fulfilled the milestones set forth in Section 3 of the Grant Agreement for the preceding 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

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

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]

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

Attachment 1

New Jobs Created and Maintained as of end of corresponding Performance Period
(Provide a list of the job titles and salaries of New Jobs created above the Baseline)

Job Title

Salary

Exhibit B
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 SABLON
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 phone 703-228-3060 fax: 703-228-7048
Visit us on the Web at www.arlingtonva.us/cor*