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**ARLINGTON COUNTY  
ECONOMIC DEVELOPMENT INCENTIVE  
GRANT AGREEMENT  
(NESTLÉ USA, INC.)**

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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 **NESTLÉ USA, INC.** (“**Nestlé**”), a Delaware corporation authorized to transact business in the Commonwealth of Virginia, individually a “**Party**” and collectively the “**Parties**”.

**RECITALS**

**WHEREAS**, Nestlé desires to locate, equip and maintain its operations in Arlington County, Virginia, and will during the course of the Agreement execute a lease for a total of at least Two Hundred Five Thousand (205,000) square feet of rentable space at 1812 North Moore Street (“**Nestlé Arlington Facility**”); and

**WHEREAS**, in order to incentivize and induce Nestlé to (i) lease the Nestlé Arlington Facility through at least December 31, 2019, and (ii) create and Maintain at least Seven Hundred Forty-Eight (748) New Jobs by December 31, 2019, 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 Four Million Dollars (\$4,000,000.00) in economic development incentive general funds (“**EDI Grant**”) to the IDA for the benefit of Nestlé; and

**WHEREAS**, Nestlé has agreed to accept the EDI Grant from the IDA as an incentive to lease the Nestlé Arlington Facility through at least December 31, 2019, and to create and Maintain at least Seven Hundred Forty-Eight (748) New Jobs by December 31, 2019, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the County Board, the IDA and Nestlé 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 with regard to either Party any corporation or other entity that directly or indirectly controls or is controlled by or is under common control with the Party. Control is defined to mean at least a 50% ownership interest.

(b) **“Average Annual Compensation”** means the average annual salary for the New Jobs identified by Nestlé, which is determined by dividing total payroll for all identified New Jobs (of a type included in W-2 compensation), including bonuses and the value of stock based grants, but excluding the value of other fringe benefits, by the number of identified New Jobs.

(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 (i) temporary reductions in Nestlé’s employment levels (so long as there is active recruitment for open positions) or (ii) strikes or other force majeure events and other temporary work stoppages.

(d) **“New Job”** means a new permanent full-time job of indefinite duration at the Nestlé Arlington Facility for which standard fringe benefits are provided for the employee by Nestlé and that is counted by Nestlé for the purpose of obtaining the EDI Grant from the IDA. 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 Nestlé’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 Compensation for the New Jobs identified by Nestlé as of the EDI Grant Confirmation Deadline defined in Section 5(a) must be equal to or greater than One Hundred Twenty-Seven Thousand, Seven Hundred Nineteen Dollars (\$127,719.00).

(e) **“Targets”** means the Facility Lease Target and the New Jobs Targets defined in Section 3, collectively.

3. **Nestlé Covenants and Obligations.**

(a) Nestlé covenants and agrees to lease at least Two Hundred Five Thousand (205,000) square feet of rentable space at the Nestlé Arlington Facility and to equip, operate and maintain the Facility until at least December 31, 2019 (“**Facility Lease Target**”).

(b) Nestlé covenants and agrees to have created and Maintained, at a minimum, the following numbers of cumulative New Jobs at the Nestlé Arlington Facility (“New Jobs Targets”):

- Three Hundred Seventy-Four (374) New Jobs by June 30, 2018;
- Seven Hundred Forty-Eight (748) cumulative New Jobs by June 30, 2019; and
- Seven Hundred Forty-Eight (748) cumulative New Jobs by December 31, 2019.

(c) For the purpose of Nestlé meeting its New Jobs obligations under this Agreement, employees of Nestlé Affiliates at the Nestlé Arlington Facility will be attributed to Nestlé. In addition, New Jobs that are located in temporary facilities in Arlington County before those New Jobs can be located in the Nestlé Arlington Facility will be considered to be located in the Nestlé Arlington Facility.

(d) Nestlé covenants and agrees that the Average Annual Compensation of the New Jobs as of December 31, 2019, will be at least One Hundred Twenty-Seven Thousand, Seven Hundred Nineteen Dollars (\$127,719.00), which is more than the prevailing average annual wage in Arlington County of Eighty-Five Thousand, One Hundred Sixty-Four Dollars (\$85,164.00).

(e) Nestlé covenants and agrees to use the EDI Grant proceeds to pay for or reimburse the cost of relocating to the Nestlé Arlington Facility, including build-out, start-up, recruiting and training expenses.

(f) Nestlé 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 Covenants and Obligations.** Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to Nestlé, the IDA shall, subject to the Disbursement Prerequisites in Section 5, disburse the EDI Grant payments to Nestlé pursuant to Section 6.

5. **Disbursement Prerequisites.** The obligation of the IDA to disburse all or the earned portion of an EDI Grant to Nestlé on the applicable EDI Grant Distribution Date, as set forth in the Grant Distribution Schedule in Section 6(a), are 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 January 15, 2020 (each a “Grant Confirmation Deadline”), Nestlé 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 cumulative number of New Jobs created and Maintained by Nestlé as of the corresponding EDI Grant Confirmation Deadline;

(ii) The cumulative amount of rentable area square footage leased and occupied by Nestlé at the Nestlé Arlington Facility as of the corresponding EDI Grant Confirmation Deadline;

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

(b) Release of Tax Information. Nestlé 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 Nestlé’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 or the length of Nestlé’s lease at the Nestlé Arlington Facility, 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 employee-related revenue data in accordance with Section 9(m).

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

**6. Disbursement of EDI Grants.**

(a) Upon Nestlé’s satisfaction of the Disbursement Prerequisites in Section 5, on August 15, 2018; August 15, 2019; and February 15, 2020 (each an “**EDI Grant Distribution Date**”), the IDA shall disburse to Nestlé 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**

| <b>EDI Grant Confirmation Deadline</b> | <b>EDI Grant Distribution Date</b> | <b>EDI Grant Distribution Amount</b> | <b>Cumulative New Jobs</b> | <b>Cumulative Leased Rentable Area Square Feet</b> |
|--|------------------------------------|--------------------------------------|----------------------------|--|
| 7 /15/2018                             | 8 /15/2018                         | \$2,000,000                          | 374                        | 205,000  |
| 7 /15/2019                             | 8 /15/2019                         | \$2,000,000                          | 748                        | 205,000  |
| 1/15/2020                              | 2 /15/2020                         | \$0                                  | 748                        | 205,000  |

(b) Grant Distribution Conditions.

(i) *Full Distribution of EDI Grant.*

A. New Jobs Target. If, as of the applicable EDI Grant Confirmation Deadline, Nestlé has created and Maintained at least ninety percent (90%) of the required cumulative New Jobs, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to Nestlé fifty percent (50%) of the total corresponding Grant amount.

B. Facility Lease Target. If, as of the applicable EDI Grant Confirmation Deadline, Nestlé has leased at the Nestlé Arlington Facility at least ninety percent (90%) of the required cumulative leased rentable area square feet, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to Nestlé fifty percent (50%) of the total corresponding Grant amount.

(ii) *Partial Distribution of EDI Grant.*

A. New Jobs Target. If, as of the applicable EDI Grant Confirmation Deadline, Nestlé has created and Maintained between fifty percent (50%) and eighty-nine percent (89%) of the required cumulative New Jobs, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to Nestlé an amount equal to the actual percentage of total New Jobs created and Maintained as of the corresponding EDI Grant Confirmation Deadline multiplied by fifty percent (50%) of the total corresponding Grant amount.

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

(iii) *No Distribution of EDI Grant.*

A. New Jobs Target. If, as of an EDI Grant Confirmation Deadline, Nestlé has not created and Maintained at least fifty percent (50%) of the required cumulative New Jobs, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to Nestlé for the New Jobs portion of the EDI Grant.

B. Facility Lease Target. If, as of an EDI Grant Confirmation Deadline, Nestlé has not leased at the Nestlé Arlington Facility at least fifty percent (50%) of the required cumulative leased rentable square feet, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to Nestlé for the Facility Lease portion of the EDI Grant.

**7. Repayment of EDI Grant.**

(a) New Jobs Target. Nestlé must Maintain at least Three Hundred Seventy-Four (374) cumulative New Jobs as of December 31, 2019, or repay to the IDA all EDI Grant money that Nestlé received in connection with the New Jobs Target.

(b) Facility Lease Target. Nestlé must lease at least One Hundred Two Thousand, Five Hundred (102,500) cumulative leased rentable square feet of office space at the Nestlé Arlington Facility by December 31, 2019, or repay to the IDA all EDI Grant money that Nestlé received in connection with the Facility Lease Target.

(c) Potential Extension of Dates. If the County, in consultation with the IDA and Virginia Economic Development Partnership (“VEDP”) deems that Nestlé has made and continues to make good faith and reasonable efforts to achieve the Targets, the County Board may agree to extend any or all Grant Confirmation Deadlines and the corresponding EDI Grant Distribution Date by up to 15 months. If any Grant Confirmation Deadline is extended, the County shall send written notice of the extension to Nestlé, VEDP and the IDA, and the extended Grant Confirmation Deadline and EDI Grant Distribution Date will become the applicable dates for purposes of this Agreement.

**8. Limitation of Liability.** The County Board’s and the IDA’s sole and exclusive remedy for Nestlé failure to achieve any or all of the Targets or to comply with any obligation in this Agreement will be as set forth in Sections 6(b)(ii) and (iii). In no event will Nestlé have any other liability beyond the repayment liabilities described in Section 7 for any failure to meet its covenants in Sections 3(a) through 3(f) or elsewhere in this Agreement.

**9. 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 Nestlé:**

Until Nestlé has commenced beneficial use of the Nestlé Arlington Facility

**NESTLÉ USA, INC.**  
800 North Brand Blvd  
Glendale, California 91203  
Attn: Head of Corporate Real Estate & Facilities  
Fax: (818) 484-2087  
Email: Dawn.striff@us.nestle.com

and

**NESTLÉ USA, INC.**  
800 North Brand Blvd  
Glendale, California 91203  
Attn: Head of North America Contracts Center  
Fax: (818) 553-3520  
Email: Natalie.erwin@us.nestle.com

After Nestlé has commenced beneficial use of the Nestlé Arlington Facility

**NESTLÉ USA, INC.**  
1812 North Moore Street  
Arlington, Virginia 22209  
Attn: Head of Corporate Real Estate & Facilities  
Email: Dawn.striff@us.nestle.com

and

**NESTLÉ USA, INC.**  
1812 North Moore Street  
Arlington, Virginia 22209  
Attn: General Counsel  
Email: Daniel.nugent@us.nestle.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. Nestlé may not assign its rights and obligations under this Agreement without the prior written consent of the County Board and the IDA, which consent shall not be unreasonably withheld, conditioned or delayed.

(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 Nestlé 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 Nestlé 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 Nestlé 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 Nestlé 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 Nestlé confidential and will not make such reports available publicly or as part of any Virginia Freedom of Information Act request, except that the County may include in periodic reporting to the County Board Nestlé's reported information concerning jobs added, square feet leased, incentives that the County has paid to Nestlé and composite tax and revenue data. If Nestlé's confidential reports and information are otherwise required to be made public or disclosed, the County Board or the IDA will notify Nestlé and will cooperate with Nestlé 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. 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.

(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 9(c) of this Agreement and may pursue any other remedy available at law or in equity. Nothing in this Section 9(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 Nestlé 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:

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

  
Stephen A. MacIsaac, County Attorney

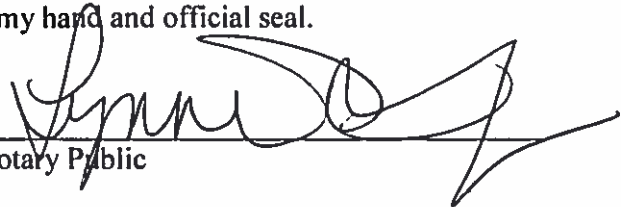
By:   
Mark Schwartz, County Manager

**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 1<sup>st</sup> day of May, 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 1<sup>st</sup> day of May, 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.

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

Lusonja Jackson  
Notary Public

My Commission Expires: 3/31/2018

NESTLÉ USA, INC., a Delaware corporation

By:   
Steve Presley, Chief Financial Officer

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**Nestlé Legal**  
**Reviewed by: Natalie Erwin**

On this the \_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared Steve Presley, who acknowledged himself to be the Chief Financial Officer of Nestlé and, being authorized so to do, executed the foregoing instrument by signing the name of Nestlé USA, Inc., a Delaware corporation authorized to transact business in the Commonwealth of Virginia, by himself as Chief Financial Officer of Nestlé.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

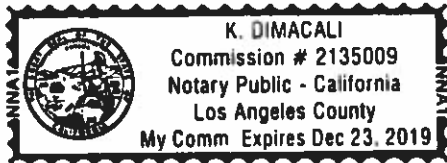
On 3/28/17 before me, K Dimacali, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Steve Presley  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

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**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 NESTLÉ USA, INC. (“Nestlé”), 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 Nestlé and as [*Insert Title*] has been duly authorized to execute and deliver this Affidavit for and on behalf of Nestlé. 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 Nestlé (“**Grant Agreement**”). All actions required under Nestlé’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) Nestlé has created and Maintained a total of \_\_\_\_\_ (\_\_\_\_) cumulative New Jobs at the Nestlé Arlington Facility;
  - (ii) Nestlé has leased and occupied \_\_\_\_\_ (\_\_\_\_) cumulative rentable area square feet at the Nestlé Arlington Facility; and
- (c) As of the EDI Grant Confirmation Deadline, Nestlé [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 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\_\_.

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

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My commission expires:

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_

*[Reproducible Notarial Seal]*



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

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***Attachment 1***

**Cumulative New Jobs Created and Maintained as of the EDI Grant Confirmation Deadline**

| Employee Number | Salary | Start Date |
|-----------------|--------|------------|
|-----------------|--------|------------|

**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 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: \_\_\_\_\_

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