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**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND GRANT  
PERFORMANCE AGREEMENT**

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This **COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND GRANT PERFORMANCE AGREEMENT** (this "**Agreement**") is made on the date of full execution (the "Effective Date"), by and among the **COUNTY BOARD OF ARLINGTON, VIRGINIA** (the "**County**"), a body corporate and politic of the Commonwealth of Virginia (the "**Commonwealth**"), **THE BUREAU OF NATIONAL AFFAIRS, INC.** ("**BNA**"), a Delaware corporation authorized to transact business in the Commonwealth, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY** (the "**IDA**"), a political subdivision of the Commonwealth, and **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (the "**VEDP**"), a political subdivision of the Commonwealth. Individually, the County, BNA, the IDA and VEDP may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

**RECITALS:**

**WHEREAS**, on March 8, 2017, the County submitted a letter to VEDP in order to apply for certain grant funds from the Commonwealth's Development Opportunity Fund (the "**Fund**") for the purpose of inducing BNA to consolidate certain operations from outside of the Commonwealth into Arlington County and to renovate, improve and equip an office facility in Arlington County (the "**Facility**"); and

**WHEREAS**, on March 1, 2017, pursuant to VEDP application procedures, BNA submitted a letter to VEDP indicating, among other things, that without the support from the Fund, there is a possibility that it may consolidate its operations outside of Virginia, thereby moving a significant number of jobs out of Arlington County; and

**WHEREAS**, on March 29, 2017, the Office of the Governor of the Commonwealth of Virginia awarded a Commonwealth's Development Opportunity Fund grant in the amount of \$500,000 (the "**COF Grant**") to the County for the purpose of inducing BNA to consolidate certain operations from outside of the Commonwealth into Arlington County and to renovate, improve, equip and operate the Facility in Arlington County through making a Capital Investment, as hereinafter defined, and creating and Maintaining, as hereinafter defined, New Jobs, as hereinafter defined; and

**WHEREAS**, pursuant to Section 2.2-115 of the Code of Virginia of 1950, as amended ("**Virginia Code**"), the County has agreed to disburse the COF Grant to the IDA, and the IDA has agreed to accept and disburse the COF Grant to BNA, pursuant to the terms of this Agreement; and

**WHEREAS**, BNA has agreed to accept the COF Grant from the IDA as an incentive (A) to make or have made on its behalf a Capital Investment of at least \$5,500,000, of which approximately \$1,250,000 will be invested in furniture, fixtures, machinery, and equipment, and approximately \$4,250,000 will be invested in the renovation and up-fit of the Facility, and (B) to

create and Maintain a minimum of 50 New Jobs at the Facility, all as of the Performance Date, as hereinafter defined, pursuant and subject to the terms and conditions of this Agreement; and

**WHEREAS**, the County, the IDA, VEDP and BNA desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of BNA regarding Capital Investment and New Job creation and Maintenance, and the repayment by BNA of all or part of the COF Grant under certain circumstances; and

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant.

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

**SECTION 1. INCORPORATION OF RECITALS AND DEFINITIONS.**

a) **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 decided to enter into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

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

***“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.

***“Average Annual Compensation”*** means the average annual salary for the Baseline Jobs and for the New Jobs, which is determined by dividing total payroll for all Baseline Jobs and 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 Baseline Jobs and New Jobs.

***“Baseline Job”*** means a full-time position at BNA’s facilities located in Arlington County or the State of Maryland (excluding employees of McArdle Printing) existing as of March 1, 2017. The number of Baseline Jobs as of March 1, 2017 is 1,087. It is expected that the full-time positions in the State of Maryland (excluding employees of McArdle Printing) will be relocated to and retained at the Facility.

**“Capital Investment”** means a capital expenditure on or after March 1, 2017, by or on behalf of BNA or an Affiliate of BNA in taxable real property, taxable tangible personal property, or both, at the Facility, excluding existing real property improvements. The purchase or lease of furniture, fixtures, machinery, and equipment, including under an operating lease, and expected building renovation and up-fit by or on behalf of BNA, will qualify as Capital Investment.

**“Maintain”** means, in relation to a specific New Job, that the New Job created will continue without interruption from the date of creation through the Performance Date, provided that a New Job will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in BNA’s employment levels (so long as there is active recruitment for open positions), (ii) strikes or other force majeure events, and (iii) other temporary work stoppages.

**“New Job”** means a new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by BNA or an Affiliate of BNA for the employee that increases the number of full-time jobs at the Facility over the Baseline Jobs. 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 on or prior to the Performance Date. 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 “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The Average Annual Compensation for both the Baseline Jobs and the New Jobs as of the Performance Date must be equal to or greater than \$85,500. The New Jobs must be in addition to the 1,087 Baseline Jobs. If the Average Annual Compensation for all full time BNA employees on the date of measurement for the New Jobs is less than \$85,500, BNA will remove the lowest paying job(s) one by one and, after each job is removed, recalculate the Average Annual Compensation for all full time BNA employees until such point at which it is equal to or exceeds such amount (and not count any removed jobs as a New Job).

**“Performance Certification”** has the meaning set forth in Section 3(b)(i).

**“Performance Date”** means June 30, 2020. If the County, in consultation with the IDA and VEDP, deems that good faith and reasonable efforts have been made and are being made by BNA to achieve the Targets, the County may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the County shall send written notice of the extension to the IDA, BNA and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

**“Targets”** means BNA’s target to make or have made on its behalf Capital Investment at the Facility of at least \$5,500,000 as of the Performance Date (the “**Capital Investment Target**”) and to create and Maintain at least 50 New Jobs at the Facility as of the

Performance Date (the “New Jobs Target”). Together, the Capital Investment Target and the New Jobs Target may be referred to hereinafter as the “Targets.”

## **SECTION 2. TARGETS.**

a) BNA covenants and agrees to renovate, improve, equip, operate, and maintain the Facility in Arlington County, make or have made on its behalf a Capital Investment of at least \$5,500,000 at the Facility, and create and Maintain at least 50 New Jobs at the Facility, all as of the Performance Date. Of the Capital Investment, approximately \$1,250,000 will be invested in furniture, fixtures, machinery, and equipment, and approximately \$4,250,000 will be invested in renovation and up-fit of the Facility.

b) BNA covenants and agrees that the Average Annual Compensation for all Baseline Jobs and New Jobs as of the Performance Date will be at least \$85,500, which BNA acknowledges is more than the prevailing average annual wage in the County of \$85,234.

c) BNA acknowledges that it is encouraged to offer at least 30% of the New Jobs to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

d) BNA covenants and agrees to use its reasonable efforts to assist the County and the IDA from time-to-time in promoting the County’s attributes as a place to do business.

e) BNA acknowledges that the County is not a high-unemployment locality, with an unemployment rate for 2015, which is the last year for which such data is available, of 2.8% as compared to the 2015 statewide unemployment rate of 4.4%. BNA further acknowledges that the County is not a high-poverty locality, with a poverty rate for 2015, which is the last year for which such data is available, of 7.1% as compared to the 2015 statewide poverty rate of 11.2%.

f) BNA acknowledges that the name of BNA will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. BNA acknowledges that within 18 months of the date of this Performance Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by BNA to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of BNA’s application for the COF Grant through the one-year period immediately after the date of this Agreement.

g) As to the COF Grant, BNA’s sole and exclusive liability and the County’s, the IDA’s and VEDP’s sole and exclusive remedy for BNA’s failure to achieve the Targets or comply with any obligation in this Agreement will be the inability of BNA to receive any of the proceeds of the COF Grant, as set forth in Sections 3 and 5. In no event will BNA have any other

liability for any failure to meet its covenants in Sections 2(a) through 2(d) or elsewhere in this Agreement.

h) For clarity, for the purpose of BNA meeting its obligations hereunder, Capital Investment made by an Affiliate of BNA and New Jobs at the Facility where a BNA Affiliate is the employer will be considered for purposes of this Agreement to have been performed by BNA.

### **SECTION 3. DISBURSEMENT OF COF GRANT.**

a) **Disbursement to the County.** By its signature below, the County requests that VEDP transfer to the County the COF Grant in the amount of \$500,000. VEDP expects that it will transfer the COF Grant within 30-45 days from the Effective Date. If at any time VEDP anticipates that it will not transfer the COF Grant within 45 days from the Effective Date, VEDP will immediately notify the County and BNA of the revised timeline for the transfer.

b) **Disbursement to BNA.** The COF Grant proceeds shall be retained by the County and disbursed as follows:

(i) *Report:* Within 90 days after the Performance Date, BNA will provide notice and evidence reasonably satisfactory to the County, the IDA and VEDP that it has (A) met the Capital Investment Target, and (B) met the New Jobs Target (the “**Performance Certification**”). Such evidence will be subject to verification by the County, the IDA and VEDP which will make the final determination.

(ii) *Payment:* Assuming that BNA has met the Capital Investment Target and the New Jobs Target, within 30 days of the verification of the Performance Certification, VEDP will notify the County to disburse to the IDA an amount equal to \$4,000 for each New Job created and Maintained over the 1,087 Baseline Jobs, for up to 125 such New Jobs. In no event will the aggregate amount of COF Grant proceeds paid to BNA exceed \$500,000 (\$4,000 x 125 New Jobs). Within 30 days of its receipt of such COF Grant proceeds, the IDA will disburse the COF Grant proceeds to BNA.

c) **Return of COF Grant Proceeds Not Disbursed.** Any COF Grant proceeds not disbursed to the IDA within 90 days of the Performance Date will be promptly returned by the County to VEDP for redeposit to the Commonwealth’s Development Opportunity Fund.

d) **Use of the COF Grant Proceeds.** The COF Grant proceeds shall be used by BNA to pay for or reimburse the cost for the renovation and build-out of the Facility or for training, as permitted by Section 2.2-115(D) of the Virginia Code.

**SECTION 4. BREAK-EVEN POINT; STATE AND LOCAL INCENTIVES.**

a) **Break-Even Point.** VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. According to VEDP, the break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to, the COF Grant.

b) **State Incentives.** In addition to the COF Grant, in order to induce BNA to meet the Capital Investment Target and the New Jobs Target by renovating, improving, equipping, operating, and maintaining the Facility in Arlington County, the Commonwealth will provide up to \$100,000 from the Virginia Jobs Investment Program, which shall be used by BNA to pay or reimburse itself for recruitment and training costs for such New Jobs. BNA will receive \$800 per each qualifying New Job from the Virginia Jobs Investment Program, based upon the procedures and timing for that Program.

c) **Local Matching Funds and Incentives.** As permitted by Virginia Code Section 2.2-115 and required by VEDP’s Commonwealth’s Development Opportunity Fund Guidelines, and as an additional inducement to BNA, the County has agreed to match the COF Grant by making the following local incentives:

(i) **IDA Grant.** Subject to appropriation, the County, through the IDA, will fund an incentive grant (the “**IDA Grant**”) of up to \$800,000 pursuant to the terms of the Arlington County Economic Development Incentive Grant Agreement among the County, the IDA and BNA.

(ii) **Extension of Partial Real Estate Tax Exemption.** The 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 duration of the partial tax exemption for the Crystal City Rehabilitation District (the “**Exemption**”) for a period of 5 years. The Exemption has an estimated value to BNA of approximately \$2,000,000 over 5 years.

If, by the Performance Date, BNA has met its Targets and the value of the IDA Grant and the Exemption total less than the \$500,000 COF Grant local match requirement, subject to appropriation, the County, through the IDA, will make an additional grant to BNA at the Performance Date of the difference in value.

**SECTION 5. DETERMINATION OF INABILITY TO COMPLY.** If the County, the IDA, or VEDP shall reasonably believe in good faith at any time prior to the Performance Date that BNA is unable or unwilling to meet the Targets by and through the Performance Date, the County, the IDA, or VEDP shall promptly notify BNA of such determination in writing and the parties shall use commercially reasonable efforts to meet within 30 days to discuss such situation. If BNA is unable to provide reasonable evidence or data that it is able and willing to meet the Targets, the County, the IDA, and VEDP may notify BNA in writing that BNA will be deemed to not have met

the Targets and, BNA will not eligible to receive any of the COF Grant proceeds. Such a determination will be based only on significant circumstances such as a filing by or on behalf of BNA under Chapter 7 of the U.S. Bankruptcy Code, the total liquidation of BNA, or abandonment of all or substantially all of the Facility by BNA. In such event, the County will promptly repay to VEDP all \$500,000 of the COF Grant proceeds not previously disbursed through the IDA to BNA.

## **SECTION 6. BNA REPORTING.**

a) BNA shall provide, at BNA's expense, detailed verification reasonably satisfactory to the County, the IDA, and VEDP of BNA's progress on the Targets. Such progress reports will be provided annually, starting at October 1, 2018, and covering the period through the prior June 30. Further, BNA shall provide progress reports at such other times as the County, the IDA or VEDP may reasonably require.

b) With each such progress report, BNA shall report to VEDP the amount paid by BNA in the prior calendar year in Virginia corporate income tax. VEDP represents to BNA that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

c) BNA hereby authorizes the County's Department of Real Estate Assessment and Commissioner of Revenue's Business Tax Division to release to VEDP, BNA's real estate tax, business personal property tax, and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If VEDP should require additional documentation or consents from BNA to access such information, BNA shall promptly provide, at BNA's expense, such additional documentation or consents as the County, the IDA, or VEDP may request.

d) If requested by VEDP, BNA shall provide to VEDP copies of BNA's quarterly filings with the Virginia Employment Commission covering the period from March 1, 2017 through the Performance Date.

e) Unless otherwise required by applicable law, VEDP, the County, and IDA will use reasonable efforts to keep all reports and other proprietary information submitted by BNA as confidential and not make such reports available publicly or as part of any Virginia Freedom of Information Act request. If such reports and information are required to be made public or otherwise disclosed, VEDP, the County, or IDA will notify BNA and cooperate with BNA to redact any components of such reports or information that are legally permitted to be redacted. For clarity, nothing in this subsection (e) is intended to prohibit VEDP, the County, or IDA from fulfilling any applicable requirement under an applicable law or regulation or from sharing confidential information with the Joint Legislative Audit and Review Commission.

**SECTION 7. NOTICES.**

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

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

**With Copies to:** County of Arlington  
Office of the Arlington County Attorney  
2100 Clarendon Blvd, Suite 403  
Arlington, Virginia 22201  
Attn: Susan Stout, Assistant County Attorney  
Fax: (703) 228-7106  
Email: SStout@ArlingtonVA.US

County of Arlington  
Department of 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:** The Bureau of National Affairs, Inc.  
1801 South Bell Street  
Arlington, VA 22202  
Attn: Daniel Fine  
Email: dfine@bna.com

**With a Copy to:** The Bureau of National Affairs, Inc.  
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

**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: Mgraff@mcguirewoods.com

**To VEDP:** Virginia Economic Development Partnership Authority  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Attn: Stephen Moret, President and CEO  
Fax: (804) 545-5611  
Email: Smoret@yesvirginia.org

**With a Copy to:** Virginia Economic Development Partnership Authority  
901 East Cary Street, Suite 900  
Richmond, Virginia 23219  
Post Office Box 798 (zip: 23218-0798)  
Attn: Sandra Jones McNinch, General Counsel  
Fax: (804) 545-5611  
Email: Smcninch@yesvirginia.org

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

## **SECTION 8. MISCELLANEOUS.**

a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the Parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. BNA may

not assign its rights and obligations under this Agreement without the prior written consent of the County, the IDA and VEDP, which consent shall not be unreasonably withheld, conditioned or delayed.

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

c) **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.

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

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

f) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

g) **No Waiver of Sovereign Immunity by County.** Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

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

i) **Force Majeure.** If BNA is delayed or prevented in whole or in part from meeting any Target as a direct result of an event not reasonably within its control (e.g., acts of God, acts of terrorism whether actual or threatened, damage or destruction to a Facility or potential Facility rendering such Facility either non-operational or aesthetically unsatisfactory in the determination of BNA in its reasonable discretion, or acts of any governmental body), BNA will notify the County and the Parties will discuss such event and situation in good faith to discuss potential modifications to the Targets, timeline, and disbursement of the COF Grant.

j) **Dispute Resolution.** In the event of any dispute, controversy or claim of any kind or nature arising under this Agreement, upon the written request of any Party, each of the Parties will designate a senior executive to meet with the other Parties' designees 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, or cause to be taken or to cease taking, some action, such 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 90<sup>th</sup> 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(b) of this Agreement, and may pursue any other remedy available at law or in equity. Nothing in this Section 8(j) 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.

k) **Attorney's Fees.** Attorney's fees shall be paid by the Party incurring such fees.

l) **Use of Other Party's Name.** Neither Party may use the other Party's name, trademarks, tradenames, or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement or the other Party, without the prior written permission of an authorized representative of the other Party, other than required, customary or routine uses, typical for a project receiving discretionary economic development incentives.

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

IN WITNESS WHEREOF, the County, the IDA, VEDP, and BNA have each executed, or caused to be duly executed, this Commonwealth's Development Opportunity Fund Grant Performance Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the Effective Date.

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 20<sup>th</sup> day of July, 2017, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as County Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as County Manager of Arlington County, Virginia.

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

  
Notary Public

My Commission Expires: 1/31/19



**INDUSTRIAL DEVELOPMENT  
AUTHORITY OF ARLINGTON  
COUNTY**, 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 in the above instrument, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Industrial Development Authority of Arlington County, a political subdivision of the Commonwealth of Virginia by himself as Chairman of the Industrial Development Authority of Arlington County.

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

Angie D. Halpern  
Notary Public 285375

My Commission Expires: 9-30-2020

VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY, a political subdivision of  
the Commonwealth of Virginia

By:   
Name: Stephen Moret  
Title: President and Chief Executive  
Officer

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND

On this the 17<sup>th</sup> day of July, 2017, before me, personally appeared Stephen Moret, who acknowledged himself to be the President and Chief Executive Officer of the Virginia Economic Development Partnership Authority in the above instrument, and that he, as President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Virginia Economic Development Partnership Authority by himself as President and Chief Executive Officer of the Virginia Economic Development Partnership Authority.

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

  
Notary Public

My Commission Expires: 1/31/2021



**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 6<sup>th</sup> day of July, 2017, before me, personally appeared Gregory C. McCaffery, who acknowledged [himself/herself] to be the CEO & President of The Bureau of National Affairs, Inc. in the above instrument, and that [he/she], as CEO & President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Bureau of National Affairs, Inc. by [himself/herself] as CEO & President of The Bureau of National Affairs, Inc.

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



Laura Calhoun Padilla  
Notary Public

My Commission Expires: 02/28/2018