FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 13, 2026

AGENDA

9:30	**Done**	Presentations
9:30	**Done**	Presentation of the Volunteer Fire Commission Awards and Annual Report
10:00	**Done**	Matters Presented by Board Members
10:00	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Designation of Plans Examiner Status Under the Expedited Land Development Review Program
2	**Approved**	Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Courtland Road (Mount Vernon District)
3	**Approved**	Authorization for the Upper Occoquan Service Authority (UOSA) to Establish an Other Post Employment Benefits (OPEB) Trust and Participate in the VACo/VML Pooled OPEB Trust
4	**Approved**	Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Redskin Drive (Sully District)
5	**Approved**	Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8243 Gregory Drive to the Virginia Department of Transportation for the Bus Rapid Transit Project (Franconia District)
6	**Approved**	Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation for the Bus Rapid Transit Project (Mount Vernon District)
7	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance Amending Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax, Virginia

ACTION ITEMS

1	**Approved**	Approval of a Master Credit Agreement and Revolving Line of Credit

FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 13, 2026

	ACTION ITEMS (continued)	
2	**Deferred to 10/27/2026**	Approval of the Second Amended and Restated the Memorandum of Understanding Between the Fairfax County Board of Supervisors and the Fairfax County Convention and Visitors Corporation
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:00	**Held**	Public Hearing to Receive Comment from Residents on the Proposed State and Federal Legislative Program
3:30	**Approved**	Public Hearing on SE-2026-BR-00007 (Extra Space Properties 124 LP) (Braddock District)
3:30	**Approved**	Public Hearing on PCA-2003-PR-022-04/ CDPA-2003-PR-022-002(RZPA-2025-PR-00099) (Victor Vienna R35 LC) (Providence District)
3:30	**Deferred to 10/27/2026 at 3:00 p.m.**	Public Hearing on RZ-2025-DR-00021 (Sekas Homes, Ltd) (Dranesville District)
4:00	**Approved**	Public Hearing on AF-2026-DR-00001 (Orchard Spring) (Dranesville District)
4:00	**Approved**	Public Hearing on AF-2026-DR-00002 (Cornfield) (Dranesville District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment SSPA-2023-III-4UP, Discovery Square in Land Unit D-3, Dulles Suburban Center (Sully District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment 2024-II-1FC, Fairfax Center Area Land Unit K Planning Study (Springfield District)
4:00	**Approved**	Public Hearing on Proposed Site Specific Plan Amendment 2023-II-2F (Phase I), Fairfax Center Area Sub-Units J1 and J2 Planning Study (Braddock District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 13, 2026

	PUBLIC HEARINGS (continued)	
4:30	**Approved**	Public Hearing on a Proposal to Vacate and Abandon a Portion of Forest Hill Drive (Braddock District)
4:30	**Approved**	Public Hearing to Terminate a Lease with STC Three LLC, an Affiliate of Crown Castle, for a Telecommunications Monopole at 3721 Stonecroft Boulevard (Sully District)

REVISED

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
October 13, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To recognize Virginia Task Force 1 (USA-01) for its search and rescue deployment to Venezuela following the devastating earthquake in summer 2026. Requested by Chairman McKay.

RESOLUTION — To recognize Gin ~~Blossom~~ Dance Company for its artistic and cultural contributions to Fairfax County. Requested by Chairman McKay and Supervisor Alcorn.

PROCLAMATION — To designate October 2026 as Pedestrian Safety Month in the County. Requested by Chairman McKay, Supervisor Bierman and Supervisor Lusk.

PROCLAMATION — To designate October 2026 as Domestic Violence Awareness Month in the County. Requested by Chairman McKay and Supervisor Palchik.

PROCLAMATION — To designate October 2026 as Community Planning Month in Fairfax County. Requested by Chairman McKay and Supervisor Smith.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs
Imtiaz Ali, Office of Public Affairs

Board Agenda Item
October 13, 2026

9:30 a.m.

Presentation of the Volunteer Fire Commission Awards and Annual Report

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Shawn Stokes, Chair, Volunteer Fire Commission

Board Agenda Item
October 13, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
October 13, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 1

Designation of Plans Examiner Status Under the Expedited Land Development Review Program

ISSUE:
Board of Supervisors' action to designate one individual as a Plans Examiner to participate in the Expedited Land Development Review Program pursuant to the adopted criteria and recommendation of the Advisory Plans Examiner Board (APEB).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (the Board) take the following action:

- Designate the following individual, identified with their registration number, as a Plans Examiner:

  Lucas Colon Reg. No. 355

TIMING:
Board approval is requested on October 13, 2026.

BACKGROUND:
On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of The Code of the County of Fairfax, Virginia (The Code), establishing a Plans Examiner Program under the auspices of an Advisory Plans Examiner Board (APEB). The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by certain specially qualified applicants, i.e., Plans Examiners, to the Department of Land Development Services.

The Code requires that the Board designate an individual's Plans Examiner status under the Expedited Land Development Review Program.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of their application and credentials, the APEB has found that the candidate listed above satisfies these requirements. This finding was documented in a letter dated July 20, 2026, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Jeffrey C. McKay.

EQUITY IMPACT:
None.

Board Agenda Item
October 13, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Memorandum Dated 09/16/2026, from Director William D. Hicks, Land Development Services to Chairman Jeffrey C. McKay
Attachment II – Letter Dated 09/04/2026, from Chairman James H. Scanlon, of the APEB, to Chairman Jeffrey C. McKay

STAFF:
Jennifer Miller, Deputy County Executive
William D. Hicks, P.E., Director, Department of Land Development Services

ATTACHMENT I

County of Fairfax, Virginia

MEMORANDUM

DATE: September 16, 2026

TO: Chairman Jeffrey C. McKay
Board of Supervisors

FROM: William D. Hicks, P.E., Director
Department of Land Development Services

SUBJECT: Designation of Plans Examiner Status under the Expedited Land Development Review Program

Attached is a letter from James H. Scanlon, Chairman of the Advisory Plans Examiner Board (APEB) and Jeffrey L. Blackford, Executive Director of the Engineers & Surveyors Institute (ESI). On behalf of the APEB, Mr. Scanlon's letter recommends that the Board of Supervisors designate one individual as a Designated Plans Examiner (DPE).

The Department of Land Development Services plans to forward an Administrative Item to the Board of Supervisors for the October meeting.

Attachment: As Stated

cc: Bryan J. Hill, County Executive

Department of Land Development Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035-5503
Phone 703-324-1780 • TTY 711 • FAX 703-653-6678
www.fairfaxcounty.gov

ATTACHMENT II

Engineers & Surveyors Institute

"a public/private partnership

4795 Meadow Wood Lane
Suite 115 East
Chantilly, VA 20151
703-263-2232

Board of Directors

Chairman
Matthew K. Koirtyohann, P.E.
Bowman Consulting Group

Vice Chairman
Nisha Cheriathundam, P.E.
Pennoni Associates

Treasurer
Michael Benton, P.E.
VIKA

Secretary
Kirsten Munz, P.E., AICP
Fairfax County – SDID

Directors
William R. Ackman, Jr. P.E.
Town of Leesburg

Peter Crawford, P.E.
Urban, Ltd.

John Cummings, P.E.
Rinker Design Associates, P.C

Brian Dofflemyer
City of Alexandria, T&ES

Joseph W. Webb, P.E.
Virginia Department of Transportation

Frank Graziano, P.E.
Wetland Studies & Solutions, Inc.

Paul B. Johnson, P.E.
Charles P. Johnson & Associates, Inc.

John Levtov, P.E.
IMEG Corporation

Kevin E. Murray, P.E.
Tri-Tek Engineering

Joshua Reynolds, P.E.
Greenway Engineering

Sergio Quiroga, P.E.
Fairfax Water

Bob Brown, P.E.
J2 Engineering

Steven Pickeral
Loudoun County, B&D

Bryan James
Bohler Engineering, P.C.

Glen Faunce, P.E.
Dewberry

Current Past Chairman
Patrick Veltri, P.E.
ESE Consultants, Inc.

Executive Director
Jeffrey L. Blackford, P.E.

September 4, 2026

Hon. Jeffrey C. McKay Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Chairman McKay:

The following named individual was approved by the Fairfax County Advisory Plans Examiner Board for recommendation as Designated Plans Examiner:

Name	Reg. No
Lucas M. Colón	355

He has been found to meet the qualifications outlined in Chapter 117-1-2 of the Code of Fairfax County in accordance with the criteria adopted by the Fairfax County Board of Supervisors on February 11, 1991.

Sincerely,

James H. Scanlon, P.E. LS
Chairman
Fairfax County Advisory Plans Examiner Board

cc: Jeffrey L Blackford, P.E., Executive Director, ESI

Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 2

Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program – Courtland Road (Mount Vernon District)

ISSUE:
Board endorsement of "Watch for Children" signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval for the installation of the following:

- Two "Watch for Children" signs on Courtland Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" signs as soon as possible.

TIMING:
Board action is requested on October 13, 2026, to help facilitate prompt installation of the proposed signage.

BACKGROUND:
RTAP allows for the installation of one or more "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On September 2, 2026, FCDOT received verification from the Mount Vernon District Supervisor's Office confirming community support for two "Watch for Children" signs on Courtland Road.

EQUITY IMPACT:
None.

Board Agenda Item
October 13, 2026

FISCAL IMPACT:
Funding in the amount of $600 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 3

Authorization for the Upper Occoquan Service Authority (UOSA) to Establish an Other Post-Employment Benefits (OPEB) Trust and Participate in the VACo/VML Pooled OPEB Trust

ISSUE:
Approval for the Upper Occoquan Service Authority (UOSA) to establish an OPEB trust pursuant to Governmental Accounting Standards Board (GASB) Statement 74 and to participate in the VACo/VML Pooled Other Post-Employment Benefits (OPEB) Trust.

RECOMMENDATION:
The County Executive recommends that the Board adopt the resolution authorizing UOSA to establish and fund an OPEB trust consistent with GASB Statement 74 and endorse its participation in the VACo/VML Pooled OPEB Trust.

TIMING:
Board action is requested at this time so UOSA may establish trust, execute participation documents, and begin formal funding of long-term OPEB obligations.

BACKGROUND:
The UOSA was created under the Virginia Water and Waste Authorities Act. It operates a regional water reclamation facility serving Fairfax County, Prince William County, the City of Manassas, and the City of Manassas Park. Members of the UOSA Board of Directors are appointed by these jurisdictions, including Fairfax County.

UOSA currently provides retiree health insurance benefits to eligible retired employees. The cost of providing these benefits is reported as OPEB in accordance with GASB Statement No. 74. Establishing a qualifying trust will allow UOSA to begin funding these obligations over time and reduce its net OPEB liability.

The UOSA Board of Directors has adopted a resolution to establish an OPEB trust and has expressed its intent to join the VACo/VML Pooled OPEB Trust, originally established in 2008 through the joint exercise of powers by Fairfax County and Henrico County. Participation will allow UOSA to invest OPEB assets through a professionally managed pooled structure designed for Virginia local governments.

Board Agenda Item
October 13, 2026

Under *Section 15.2-1544 of the Code of Virginia*, a political subdivision, such as UOSA, whose governing body is appointed in whole or in part by another locality must receive authorization from that locality to establish and fund such a trust. Because Fairfax County appoints members to the UOSA Board, Fairfax County's authorization is required before UOSA can proceed.

EQUITY IMPACT:
Authorizing UOSA to establish and participate in an OPEB trust supports equitable and fiscally responsible long-term funding of retiree healthcare benefits. Stable OPEB funding promotes intergenerational fairness and strengthens the financial resilience of regional public service entities.

FISCAL IMPACT:
This action does not create any fiscal obligation for Fairfax County. UOSA will independently fund the trust and all related participation costs.

ENCLOSED DOCUMENTS:
Attachment I: Letter from Kevin Wolfe, Chief Financial Officer, UOSA
Attachment II: Draft Resolution Authorizing UOSA to Establish and Fund an OPEB Trust and Participate in the VACo/VML Pooled OPEB

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Ellie Ku Codding, Deputy Director, Wastewater Resources and Infrastructure, DPWES
William Barrack II, Division Director, Wastewater Planning and Monitoring Division, DPWES

ASSIGNED COUNSEL:
Marc Gori, Assistant County Attorney

Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

August 12, 2026

Fairfax County Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035

The Upper Occoquan Service Authority (UOSA) currently provides a retiree health insurance benefit to its eligible retired employees. The cost of providing the benefit is reported on UOSA's financial statements as "Other Post Employment Benefits" (OPEB) in accordance with Governmental Accounting Standards Board Statement Number 74.

The UOSA Board of Directors has adopted a resolution to establish an OPEB trust to fund the cost of these benefits as they are accrued by employees. Establishing such a trust will help reduce UOSA's net OPEB liability while allowing trust assets to generate investment earnings that can help lower the long-term cost of providing retiree benefits.

On behalf of the UOSA Board of Directors, I respectfully request authorization from the Fairfax County Board of Supervisors for UOSA to establish an OPEB trust pursuant to Section 15.2-1544 of the Code of Virginia, which provides in part:

> *...The governing body also may authorize the governing body of any other political subdivision that is appointed in whole or in part by the governing body of such county, city, or town, to establish and fund a trust, trusts, or equivalent arrangements for its active and former employees...*

Upon approval of the Board of Supervisors, UOSA intends to participate in the VACo/VML Pooled OPEB Trust which was originally established through the joint exercise of powers by the Counties of Fairfax and Henrico.

Thank you for your consideration of this request.

Sincerely,

Kevin Wolfe
Chief Financial Officer

RESOLUTION AUTHORIZING
THE UPPER OCCOQUAN SERVICE AUTHORITY (UOSA)
TO ESTABLISH AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST AND
TO PARTICIPATE IN THE VACo/VML POOLED OTHER POST EMPLOYMENT
BENEFITS (OPEB) TRUST

WHEREAS, the Upper Occoquan Service Authority ("UOSA") was established in 1971 pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950 as amended) to construct, finance and operate a regional water reclamation facility centered on the Occoquan Watershed; and

WHEREAS, members of the UOSA Board of Directors are appointed by participating jurisdictions, including Fairfax County, Prince William County, the City of Manassas, and the City of Manassas Park; and

WHEREAS, UOSA provides retiree health insurance benefits to eligible retired employees and desires to establish an Other Post-Employment Benefits ("OPEB") trust consistent with Governmental Accounting Standards Board (GASB) Statement No. 74, for the purpose of funding and providing retirement benefits, including health insurance, to UOSA retirees; and

WHEREAS, the UOSA Board of Directors has adopted its own resolution expressing UOSA's intent to establish an OPEB trust and to participate in the VACo/VML Pooled OPEB Trust, which was originally established in 2008 through the joint exercise of powers by the Counties of Fairfax and Henrico; and

WHEREAS, Section 15.2-1544 of the Code of Virginia, 1950, as amended, provides that the governing body of a local government that appoints in whole or in part the governing body of another political subdivision may authorize that political subdivision to establish an OPEB trust;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County hereby authorizes the Upper Occoquan Service Authority to establish and fund an Other Post Employment Benefits Trust pursuant to the provisions of the Governmental Accounting Standards Board Statement 74; and

BE IT FURTHER RESOLVED that UOSA is hereby authorized to participate in the VACo/VML Pooled OPEB Trust and to execute all documents necessary to effect such participation; and

BE IT FURTHER RESOLVED that this authorization is granted pursuant to Section 15.2-1544 of the Code of Virginia, and a certified copy of this resolution shall be forwarded to the Upper Occoquan Service Authority.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Redskin Drive (Sully District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate and abandon Redskin Drive (Route 3862) west of the intersection of Redskin Drive and Towerview Road.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for November 17, 2026, at 4:00 p.m.

TIMING:
Board action is requested on October 13, 2026, to provide sufficient time to advertise the public hearing for November 17, 2026, at 4:00 p.m.

BACKGROUND:
The applicant, R.P. Industrial Owner, L.L.C., a Delaware limited liability company, is requesting that Redskin Drive (Route 3862) be vacated *under §15.2-2272* and abandoned under *§33.2-909 of the Virginia Code*. The applicant is seeking to vacate the right of way to redevelop their adjacent properties per the approved Special Exception project 2021-SU-00017. The proposed vacation and abandonment would not irreparably harm any properties, no public necessity exists for the continuance of this right of way, the right of way is not necessary for use in the public secondary system, and the right of way has no historic value.

The subject portion of Redskin Drive is built and is part of the Virginia Department of Transportation Secondary System of Highways. The subject vacation area was dedicated for public street purposes by certain Deeds recorded in Deed Book 3402 Page 233 and Deed Book 27925 Page 1568.

EQUITY IMPACT:
None.

Board Agenda Item
October 13, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Vacation Ordinance
Attachment 4: Order of Abandonment
Attachment 5: Vacation Plat
Attachment 6: Vicinity Map

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT
Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT
Brittany Nixon, Transportation Planner IV, SAS, FCDOT
Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

WALSH COLUCCI
LUBELEY & WALSH PC

H. Mark Goetzman
Phone: 703.528.4700 x5452
Fax: 703.528.6050
mgoetzman@thelandlawyers.com

SECOND REVISED

December 18, 2025

BY OVERNIGHT MAIL AND ELECTRONIC MAIL

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Rd, Ste 400
Fairfax, VA 22033-2895

Re: Second revised request for Proposed Vacation and Abandonment of Redskin Drive (Route 3862), Sully District, Fairfax County, Virginia

Dear Jeffrey:

This letter constitutes a petition and statement of justification to vacate and abandon Redskin Drive, Route 3862, Sully District, Fairfax County, Virginia (referred to as the "**Vacation and Abandonment**"), originally filed on January 4, 2024. This second revised letter seeks to revise the ownership information for the property located on Tax Map parcel 0242-14-0014A, which is adjacent to the Vacation and Abandonment area. This request is made on behalf of R.P. Industrial Owner, L.L.C., a Delaware limited liability company (the "**Applicant**"), with affiliated entities being the owners of those certain properties located on Tax Map parcels 0242-14-0001 through 0006, 0013A, 0012C, 0014C, and 0014A (the "**Property**"). The Property consists of approximately 59.58 acres, is zoned to the I-5 District, and is located along Redskin Drive.

The Vacation and Abandonment area is shown on the plat entitled "Vacation and Abandonment Plat Public Right-of-Way Redskin Drive – Route 3862, Deed Book 3402, Page 233, Deed Book 27925, Page 1568, Sully District, Fairfax County, Virginia", prepared by Pennoni Associates Inc., dated September 7, 2023 as revised through December 18, 2024 (the "**Plat**"). The total of the area to be abandoned is 82,700 square feet or 1.8985 acres. The Vacation and Abandonment was dedicated for public street purposes by virtue of certain Deeds recorded in Deed Book 3402 at Page 233 and Deed Book 27925 at Page 1568, among the land records of Fairfax County, Virginia.

To offer some background, at its meeting held on July 19, 2022, the Board of Supervisors (the "**Board**") approved Special Exception 2021-SU-00017, which allows an increase in building height in the I-5 District to permit the development of 2,136,040 square feet of data center uses on the Property. The approved data center development is referred to as Renaissance Technology Park (the "**Development**"). As shown on the Plat, the Development is to be served by an internal private roadway network and as such, Redskin Drive is no longer required to serve as a public right-of-way. In conjunction with the approved Special Exception 2021-SU-00017, the Applicant requests the vacation and abandonment of

approved data center development is referred to as Renaissance Technology Park (the "**Development**"). As shown on the Plat, the Development is to be served by an internal private roadway network and as such, Redskin Drive is no longer required to serve as a public right-of-way. In conjunction with the approved Special Exception 2021-SU-00017, the Applicant requests the vacation and abandonment of the Redskin Drive and proposes constructing the new internal private roadway network to serve the Development. Public access to the Development will be from Park Center Drive and Towerview Road.

Redskin Drive also provides access to the properties identified as Tax Map parcels 0242-01-0013A, 0242-01-0012C, 0242-01-0014A, and 0242-01-0014C. Tax Map parcels 0242-01-0013A, 0242-01-0012C, 0242-01-0014C, 0242-01-0014A are owned by affiliates of the Applicant. Enclosed are copies of the vesting deeds reflecting the current ownership of each property. As such, all property owners requiring access to their properties via Redskin Drive have accepted and are agreeable to the vacation and abandonment of Redskin Drive.

The abandonment of the Vacation and Abandonment area is requested pursuant to Virginia Code Section 33.2-909. The vacation of the Vacation and Abandonment area is required pursuant to Virginia Code Section 15.2-2272.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

H. Mark Goetzman

cc: Lynne Strobel
Kate Schlinke
Tom Edwards
Bradley Gray
Ross Miles

AFFIDAVIT

This is to certify that **RP Technology Owner 1, L.L.C.**, a Delaware limited liability company, **RP Technology Owner 2, L.L.C.**, a Delaware limited liability company, **RP Technology Owner 4, L.L.C.**, a Delaware limited liability company, **RP Industrial Owner III, L.P.**, a Delaware limited partnership, **13832 Redskin Acquisition, L.P.**, a Delaware limited partnership, **13800 Redskin Owner, L.P.**, a Delaware limited partnership, and **RP Industrial Owner II, L.L.C.**, a Delaware limited liability company, as the owners of the parcels abutting and/or having ingress/egress access to Redskin Drive (Route 3862), Sully District, Fairfax County, Virginia ("Redskin Drive") acknowledge and approve of the vacation and abandonment of Redskin Drive pursuant to that certain petition and statement of justification to vacate and abandon Redskin Drive originally filed with the Fairfax County Department of Transportation by R.P. Industrial Owner, L.L.C., a Delaware limited liability company, as Applicant, on January 4, 2024, revised on January 3, 2025, and further revised on December 18, 2025. A copy of the petition and statement of justification are attached hereto as **Exhibit "A"**.

For the avoidance of doubt, the parcel ownership information of each parcel abutting Redskin Drive is outlined below:

Tax Map 024-2-14-0001: RP Technology Owner 1, L.L.C., a Delaware limited liability company

Tax Map 024-2-14-0002: RP Technology Owner 2, L.L.C., a Delaware limited liability company

Tax Map 024-2-14-0004: RP Technology Owner 4, L.L.C., a Delaware limited liability company

Tax Map 024-2-01-0012C: RP Industrial Owner III, L.P., a Delaware limited partnership

Tax Map 024-2-01-0013A: 13832 Redskin Acquisition, L.P., a Delaware limited partnership

Tax Map 024-2-01-0014A: 13800 Redskin Owner, L.P., a Delaware limited partnership

Tax Map 024-2-01-0014C: RP Industrial Owner II, L.L.C., a Delaware limited liability company

Dated this _____ day of April, 2026.

[Signature Pages Follow]

RP Technology Owner 1, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia

COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 1, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY PUBLIC
Exp. - Feb 14, 2027
DISTRICT OF COLUMBIA

RP Technology Owner 2, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia

COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 2, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

RYAN DEAN BERMAN
NOTARY PUBLIC
Exp. - Feb 14, 2027
DISTRICT OF COLUMBIA

_____
Notary Public
Registration No. _____

RP Technology Owner 4, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 4, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

RP Industrial Owner III, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Industrial Owner III, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

13832 Redskin Acquisition, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of 13832 Redskin Acquisition, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

13800 Redskin Owner, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia
COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of 13800 Redskin Owner, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

RP Industrial Owner II, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Industrial Owner II, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0001

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 1, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a
Delaware limited liability company

By: _____
Name: Andres Panza
Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 1, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 1, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0002

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 2, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 2, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 2, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0003

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 3, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 3, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 3, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0004

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 4, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a
Delaware limited liability company

By: _____
Name: Andres Panza
Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 4, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 4, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0005

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY POWER OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Power Owner, L.L.C
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 5, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

302498480 v1

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0006

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP RPA OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____
Name: Andres Panza
Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP RPA Owner, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 6, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

302498486 v1

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

PREPARED OUTSIDE THE COMMONWEALTH
OF VIRGINIA BY, AND AFTER RECORDATION,
PLEASE RETURN TO:

Essex Title LLC
750 Lexington Ave., 9th Floor
New York, NY 10022
Attention: Fanny Trataros
Email: fanny@essextitle.com

Tax Parcel ID No.: 0242 01 0013A
Assessed Value: $5,776,370
Consideration:$25,000,000

Title Insurer: Fidelity National Title Insurance Company

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made as of June 06, 2023, by **WORD OF GRACE CHRISTIAN CHURCH, INC.**, a Virginia corporation, having an address at 13832 Redskin Drive, Herndon, Virginia 20171, as grantor ("**Grantor**"), to **13832 REDSKIN ACQUISITION, L.P.**, a Delaware limited partnership, having an address at 1255 23rd Street, NW, Suite 250, Washington, DC 20037, as grantee ("**Grantee**").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with Special Warranty, unto said Grantee, that certain property located in the Commonwealth of Virginia, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all rights and appurtenances pertaining to such property, including without limitation, all of Grantor's right, title and interest in and to (i) all minerals, oil, gas and other hydrocarbon substances thereon, (ii) all adjacent strips, gaps, gores, streets, roads, alleys and rights-of-way, public or private, open or proposed, (iii) all easements, privileges and hereditaments, whether or not of record, and (iv) all access, air, water, riparian, development, utility and solar rights (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, in fee simple, together with each and every title, right, privilege, appurtenance and advantage thereunto belonging, or in anywise appertaining, unto and for the use, benefit and behoof of Grantee, its successors and assigns, in fee simple forever.

This conveyance is made subject to easements, conditions, encumbrances and restrictions of record insofar as they may lawfully affect the Property.

754022754.2
FNT BL 20220116BVA

The Grantor is a Church entitled to exemption from tax pursuant to Section 501(c)(3) of the Internal Revenue Code. As such, pursuant to Va. Code § 58.1-811(c)(6), this conveyance is exempt from the Grantor tax imposed by Va. Code § 58.1-802, the "regional WMATA Capital Fee" imposed by Va. Code § 58.1-802.3, and the "Regional Congestion Relief Fee" imposed by Va. Code § 58.1-802.4.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on its behalf, under seal, as of the date hereinabove written.

GRANTOR:

WORD OF GRACE CHRISTIAN CHURCH, INC.,
a Virginia corporation

By: _____
Name: James Lavender
Title: Pastor / President

)
) ss:
)

On this the 3 day of June, 2023, before me, the undersigned officer, personally appeared JAMES LAVENDER the PASTOR / PRESIDENT of WORD OF GRACE CHRISTIAN CHURCH, INC., the named grantor in the foregoing and attached instrument, who being personally well known to me (or satisfactorily proven to be), did acknowledge said instrument to be the act and deed of the said grantor, and that s/he delivered the same for and on behalf of the said grantor for the purposes therein contained.

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

[Notarial Seal]

JOHN WILLIAM TIPPETT
NOTARY PUBLIC
REG. #7179140
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31 2024

John W Tippett
Notary Public

My Commission Expires: January 31 2024
Notary Registration No. 7179140

3

754022754.2

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Beginning at a point on the Northeasterly line of Redskin Drive, previously known as Airnav Road, as dedicated in Deed Book 3402 at Page 233 among the land records of Fairfax County, said point being N. 36 degrees 48' 25" E. 1504.83 feet and S. 48 degrees 02' 37" E. 94.00 feet from an iron pipe found on the northeasterly line of McLearen Road (Route 668), marking the most Southerly corner of G.A. McLearen, thence departing Redskin Drive and running through the property of now or formerly Dulles Industrial Land Associates the following courses: N. 41 degrees 57' 23" E. 569.76 feet, S. 48 degrees 02' 37" E. 611.45 feet and S. 41 degrees 57' 23" W. 569.76 feet to a point on the aforementioned line of Redskin Drive, thence with the said line of Redskin Drive No. 48 degrees 02' 37" W. 611.45 feet to the point of beginning. Containing 348,380 square feet of land or 7,99770 acres, more or less.

BEING the same property conveyed unto Trustees of Word of Grace Fellowship by virtue of a Deed dated August 31, 2000, and recorded September 1, 2000, in Deed Book 11505 at page 410 among the land records of Fairfax County, Virginia.

754022754.2

4

06/09/2023
RECORDED FAIRFAX CO VA
TESTE:

This instrument was prepared by and
when recorded return to:

Pier-Alysia Maloy Coyne, Esq.
VSB #42239
Odin, Feldman & Pittleman, PC
1775 Wiehle Avenue, Suite 400
Reston, Virginia 20190

Parcel ID No. 024-2-01-0012C

Assessed Value: $7,986,460.00
Consideration: $14,650,000.00
Grantee's Address: 1255 23rd St., NW
Washington, DC 20037

SUBMITTED FOR ELECTRONIC RECORDING BY:
TITLE INSURER
FIDELITY NATIONAL TITLE INSURANCE CO
1901 PENNSYLVANIA AVE., NW, SUITE 201
WASHINGTON, D.C. 20006
TITLE NO. 2023005841 VA 1 OF 1

SPECIAL WARRANTY DEED

THIS DEED is made this 15th day of December, 2023, by and between **RF ASSOCIATES OF FAIRFAX, LLC**, a Virginia limited liability company ("Grantor"), with an address of 2768 Towerview Road, Herndon, Virginia 20171, and **RP INDUSTRIAL OWNER III, L.P.**, a Delaware limited partnership ("Grantee"), with an address of 1255 23rd St., NW, Washington, DC 20037.

WITNESSETH:

THAT FOR and in consideration of the premises and the sum of TEN DOLLARS ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, with SPECIAL WARRANTY OF TITLE, all of that certain lot or parcel of land situate, lying and being in Fairfax County, Virginia, together with all improvements thereon and appurtenant rights thereunto belonging and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

AND BEING the same real property acquired by the Grantor by Deed recorded in Deed Book 27949, at page 1612, among the land records of Fairfax County, Virginia.

TO HAVE AND TO HOLD the aforesaid real property, together with all rights, privileges and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

The Property is conveyed subject to all covenants, easements, conditions, restrictions and agreements contained in deeds forming the chain of title to said Property or any portion thereof.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed by its authorized representatives as of the date set forth above.

RF ASSOCIATES OF FAIRFAX, LLC,
a Virginia limited liability company

By: _____
Thomas J. Riley, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that **Thomas J. Riley**, as manager for RF Associates of Fairfax, LLC, a Virginia limited liability company, whose name is signed to the foregoing instrument appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the limited liability company.

GIVEN under my hand and seal this 30th day of November, 2023.

_____
Notary Public

Lynnden Kuwano Tindall
NOTARY PUBLIC
REGISTRATION # 278449
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES October 31, 2027

My commission expires: 10/31/2027

Notary Registration No.: 278449

#5794732v1

EXHIBIT "A"

Legal Description

All of that certain parcel or lot of land, together with all building improvements now or hereafter constructed thereon, and appurtenances, rights and privileges thereto belonging, located and situate in the County of Fairfax, Commonwealth of Virginia, and more particularly described as follows:

All of Parcel Six-A (6-A), as shown on plat prepared by John P. DiGiulian, Land Surveyor, dated August, 1991 entitled 'Plat of Redivision Remainder of Parcel 5, Resubdivision of a Portion of Parcel "B" Property of Dulles Industrial Land Associates and Parcel "6" Division of a Part of The Land of GT Warehousing Co., Inc.," attached to the Deed of Redivision recorded in Deed Book 7901 at Page 1231, among the land records of Fairfax County, Virginia.

Street Address: 2750 Towerview Road
Herndon, Virginia 20171

Tax Map No.: 024-2-01-0012C

3

12/07/2023
RECORDED FAIRFAX CO VA

PREPARED BY:
Brian V. Ebert, Esq. (VSB No. 30139)
10640 Page Avenue
Suite 240
Fairfax, Virginia 22030

AFTER RECORDING RETURN TO:
Mayer Brown LLP
1999 K Street NW
Washington, D.C. 20006
Attention: David Brodsky

Consideration: $12,500,000.00
Assessed Value: $5,437,210.00
Tax Map No. 024-2-01-0014-C
Property
Address: 2770 Towerview Road
Herndon, VA 20171

NCT2101525

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 8th day of October, 2021.

BETWEEN TOWERVIEW NO. 10, LLC, a Virginia limited liability company, whose mailing address is 124 Park Street, S.E., Suite 201, Vienna, Virginia 22180, hereinafter called the Grantor party of the first part,

and

RP INDUSTRIAL OWNER II, L.L.C., a Delaware limited liability company, whose mailing address is c/o SCG Global Holdings, L.L.C., 40 Tenth Avenue, 8th Floor, New York, NY 10014, hereinafter called the Grantee(s) party of the second part,

WITNESSETH that the said Grantor for and in consideration of the sum of TWELVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($12,500,000.00) unto it well and truly paid by the said Grantee(s) at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, released and confirmed, and by these presents does grant, bargain, sell and convey, release and confirm unto the said Grantee(s) its successors and assigns, in fee, with special warranty of title, the following real property more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

This conveyance is subject to all covenants, conditions, restrictions, easements, rights of way and conditions of record.

TO HAVE AND TO HOLD the Property with the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee(s), its successors and assigns, to and for the only proper use and behoof of the said Grantee(s), its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

Seal and Delivered

TOWERVIEW NO. 10, LLC
a Virginia limited liability company

By: Robert W. Mitchell III
Name: Robert W. Mitchell, III
Title: Manager

JENNIFER LEE DANLEY
NOTARY PUBLIC
REG. #7818020
MY COMMISSION EXPIRES
February 28, 2023
COMMONWEALTH OF VIRGINIA

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX Fairfax)

On this, the 7th day of October 2021, before me Jennifer Danley, personally appeared Robert W. Mitchell, III who acknowledged himself to be the Manager of Towerview No. 10, LLC, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

Jennifer Danley
Notary Public
My Commission Expires: 7818020
Notary Registration No.: 2-28-2023

Exhibit A
Legal Description

ALL that certain piece or parcel of land with appurtenances thereunto belonging, lying and being in:

Parcel 501, Redivision of remainder of Parcel 5, Resubdivision of a portion of Parcel "B" Property of Dulles Industrial Land Associates and Parcel "6" Division of a part of the Land of GT Warehousing Co., Inc. as duly dedicated, platted and recorded in Deed Book 7901, Page 1231, among the land records of Fairfax County, Virginia, and more particularly described by metes and bounds as follows:

Beginning at a point, said point being a southerly corner of Trustees of Word of Grace Fellowship (now or formerly) in the northeasterly line of Redskin Drive (Rte. #3862); thence with the southeasterly line of Trustees of Word Grace Fellowship (n/f) N 41° 57' 06" E 569.76' to a point; thence with the northeasterly line of Trustees of Word Grace Fellowship (n/f) N 48° 02' 54" W 76.45' to a point, said point being a southerly corner of Parcel 6A; thence with Parcel 6A the following courses and distances: N 41° 57' 06" E 35.31' to a point, S 48° 02' 54" E 43.82' to a point, N 41° 59' 09" E 92.92' to a point, N 14° 02' 10" W 52.93' to a point, and N 41° 57' 06" E 401.94' to a point in a southerly line of Lot 23 Section Two, First Addition to Mountain View in Horsepen Run; thence with Horsepen Run and the southerly line of Lot 23, Section Two, First Addition to Mountain View, Lots 9 & 8 Section One, First Addition to Mountain View, and Parcel A, Mustang Crossing the following courses and distances: S 41° 44' 38" E 123.25' to a point, S 24° 25' 15" W 70.75' to a point, S 49° 04' 45" E 80.72' to a point, S 16° 24' 45" E 111.61' to a point, S 30° 05' 15" W 89.69' to a point, S 06° 54' 45" E 47.83' to a point, S 64° 34' 45" E 108.62' to a point, S 04° 05' 15" W 151.32' to a point, S 76° 35' 15" W 75.74' to a point, S 14° 05; 15" W 44.84' to a point, S 39° 14' 45" E 60.79' to a point, S 78° 34' 45" E 70.75' to a point, S 25° 14' 45" E 101.64' to a point, S 13° 44' 55" W 84.70' to a point, S 24° 54' 45" E 128.55' to a point, and N 87° 01' 44" E 109.11' to a point, said point being a northerly corner of Smith, Tr. (n/f); thence with the northerly line of Smith, Tr. (n/f) S 44° 41' 53" W 196.41' to a point, said point being a northerly corner of Parcel 5-B; thence with Parcel 5-B N 45° 18' 07" W 425.00' to a point and S 44° 41' 53" W 48.45' to a point in a northerly line of Towerview Road (Rte. #3861); thence with Towerview Road (Rte. #3861) along a curve to the left (Radius = 60.00', Delta = 133° 45' 43", Tangent = 140.54, Chord = 110.36', Chord Bearing = S 67° 49' 02" W) an arc distance of 140.08' to a point; thence along a curve to the right (Radius = 30.00', Delta = 43° 45' 42", Tangent = 12.05', Chord = 22.36', Chord Bearing = S 22° 49' 01" W) an arc distance of 22.91' to a point and S 44° 41' 52" W 9.49' to a point, said point being a northerly corner of Parcel 5-A; thence with Parcel 5-A N 45° 18' 07" W 235.64' to a point and S 41° 57' 06" W 278.00' to a point in the aforementioned northeasterly line of Redskin Drive (Rte. #3862) N 48° 02' 54" W 209.82' to the point of beginning containing 509,165 square feet of land, more or less.

BEING the same real estate conveyed to Towerview No. 10, LLC, a Virginia limited liability company, by deed from Universal Investment Co., a Virginia limited partnership, dated October 15, 2001 and recorded on November 1, 2001 in BK 12350 PG 0464 among the Land Records of the Fairfax County, Virginia.

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10/12/2021
RECORDED FAIRFAX CO VA

SPECIAL WARRANTY DEED

Consideration: $10,100,000.00

Assessed Value: $ 3,100,810

Grantee's Address:

c/o Starwood Capital Group
1255 23rd Street, NW, Suite 250
Washington, DC 20037
Attn: Anthony Balestrieri

Tax ID No.: 0242 01 0014A
Prior Deed: Book 15063 Page 0412
Deed Prepared by:

Selzer Gurvitch Rabin Wertheimer & Polott, PC
4416 East West Highway, 4th Floor
Bethesda, MD 20814
Attn: Eric Ciazza, Esq. (VSB # 46208)

To be Returned to:

Essex Title LLC
29777 Telegraph Rd, Suite 1170
Southfield, MI 48034
Attn: Erin Parker

SPECIAL WARRANTY DEED

THIS DEED, made as of the 16th day of May, 2025, by **ELITE PROPERTIES, LLC**, a Virginia limited liability company, Grantor, party of the first part, to **13800 REDSKIN OWNER, L.P.**, a Delaware limited partnership, Grantee, party of the second part.

WITNESSETH, that in consideration as above provided and other good and valuable consideration, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey, transfer and confirm, with Special Warranty and English Covenants of title, unto said Grantee, its successors and assigns, fee simple absolute title to all of that parcel of real property situate, lying and being in Fairfax County, Virginia, more particularly described in Exhibit A attached hereto and incorporated herein.

TOGETHER with all improvements thereupon and all and singular the tenements, hereditaments, rights-of-way, easements, privileges, and appurtenances to the same belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of Grantor in and to the land lying in the bed of any street, alley, road or avenue, opened or proposed, in front of, abutting or adjoining the above-described real property.

TO HAVE AND TO HOLD the said granted and described land and premises unto and to the use of Grantee, its successors and assigns forever, with Grantor's covenant that it will execute such further assurances of the said land as may be requisite.

[Signature page follows]

{00806371;2 }

IN TESTIMONY WHEREOF, Grantor has executed this Deed under Seal to acknowledge and deliver this instrument according to law on the day and year first hereinabove written.

WITNESS:

GRANTOR:

ELITE PROPERTIES, LLC
a Virginia limited liability company

By: _____ (Seal)
Name: Bassam Ibrahim
Title: Manager

STATE OF MARYLAND *

COUNTY OF MONTGOMERY * ss:

I, Yzza M. Ramos, a Notary Public in and for the above-stated jurisdiction, do hereby certify that Bassam Ibrahim personally known (or satisfactorily proven) to me as the Manager of ELITE PROPERTIES, LLC, a Virginia limited liability company, the Grantor in the foregoing and annexed Deed personally appeared before me in said jurisdiction, and acknowledged the same to be his act and deed.

GIVEN under my hand and official seal this 14th day of May, 2025.

Yzza Michelle Ramos
Notary Public

My commission expires: March 8, 2028

(SEAL)

YZZA MICHELLE RAMOS
Commission Expires
NOTARY
PUBLIC
03/08/2028
PRINCE GEORGE'S CO., MARYLAND

{00806371;2 }

Exhibit A

Legal Description

All that certain lot or parcel of land situate, lying and being in Fairfax County, Virginia, and more particularly described as follows:

Beginning at an iron pipe found on the northerly right-of-way line of Redskin Drive Route 3862, said point also being a corner to Towerview Number 10 LLC; thence departing said northerly right-of-way line of Redskin Drive Route 3862, and running with said Towerview Number 10 LLC the following courses and distances:

1. North 41° 55' 14" East 277.99 feet to an iron pipe found;
2. South 45° 20' 13" East 235.62 feet to an iron pipe found on the westerly right-of-way line of Towerview Road Route 3861; thence departing said Towerview Number 10 LLC and running with said westerly right- of-way line of Towerview Road Route 3861;
3. South 44° 39' 47" West 243.19 feet to an iron pipe set at the intersection of said westerly right-of-way line of Towerview Road Route 3861 and the aforementioned northerly right-of-way line of Redskin Drive Route 3862; thence departing said westerly right-of-way line of Towerview Road Route 3861 and running with said northerly right-of-way line of Redskin Drive Route 3862 the following courses and distances:
4. 38.07 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 87°15' 27", and a chord which bears South 88° 17' 30" West 34.50 feet to an iron pipe set;
5. North 48° 04' 46" West 198.74 feet to the point of beginning and containing 62,275 square feet or 1.4296 acres of land, more or less.

05/19/2025
RECORDED FAIRFAX CO VA
TESTE:
CLERK

ATTACHMENT 2

NOTICE OF INTENT TO ADOPT AN
ORDINANCE VACATING AND AN ORDER OF
ABANDONMENT FOR A ROAD

(Redskin Drive – State Route 3862)

Sully District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 17, 2026, at 4:00pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, §15.2-2722, and §33.2-909 vacating and abandoning a total of 82,700 square feet of Redskin Drive (Route 3862) west of Towerview Road, which was dedicated for public street purposes pursuant to that certain Deeds dated February 11, 1971, recorded in Deed Book 3402, at Page 233, and May 5, 2023, recorded in Deed Book 27925, at Page 1568, both in the land records of Fairfax County, Virginia. The road is located on Tax Map Number: 024-2 and is shown on the plat prepared by Pennoni Associates Inc., which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m. the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

SULLY DISTRICT

ADOPTION OF AN ORDINANCE VACATING
OF A ROAD

(Redskin Drive – Route 3862)

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on November 17, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate Redskin Drive as formerly dedicated in certain Deeds, recorded in Deed Book 3402, at Page 233, and Deed Book 27925, at Page 1568. The road vacated is currently shown on Tax Map 24-2 and is shown on the plat prepared by Pennoni Associates Inc. identified as Attachment 5. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system and that no public necessity exists for the continuance of the right of way.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

ORDER OF ABANDONMENT OF
REDSKIN DRIVE

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 17th day of November, 2026, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

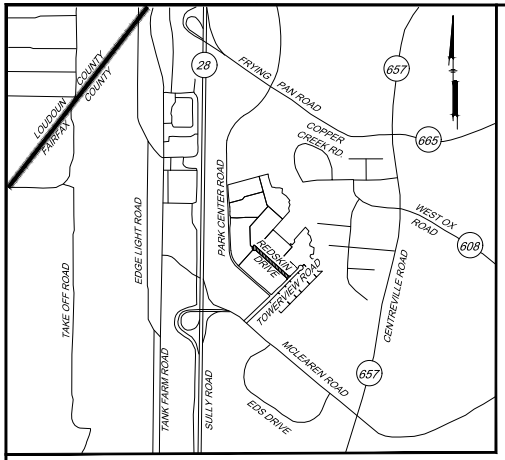
WHEREFORE, BE IT ORDERED:

That the existing Redskin Drive (Route 3862), comprising a total of 82,700 square feet, located on Tax Map Number: 024-2, shown on the plat prepared by Pennoni Associates Inc., attached hereto as Attachment 5 and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system and that no public necessity exists for the continuance of the right of way.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



VICINITY MAP
1" = 2,000'

SURVEYOR NOTES

1. PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. ENCUMBRANCES NOT DEPICTED MAY EXIST.
2. PHYSICAL IMPROVEMENTS EXIST THAT ARE NOT DEPICTED.
3. BOUNDARY INFORMATION DEPICTED HEREON IS BASED ON EXISTING LAND RECORDS. PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCES TO THE VIRGINIA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FOOT UNITS (NAD 83 2011 ADJ., EPOCH 2010).

SURVEYOR'S CERTIFICATE

I, ROGER E. HARRIS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED THE LAND RECORDS AND PROPERTY BOUNDARIES DEPICTED HEREON AND THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

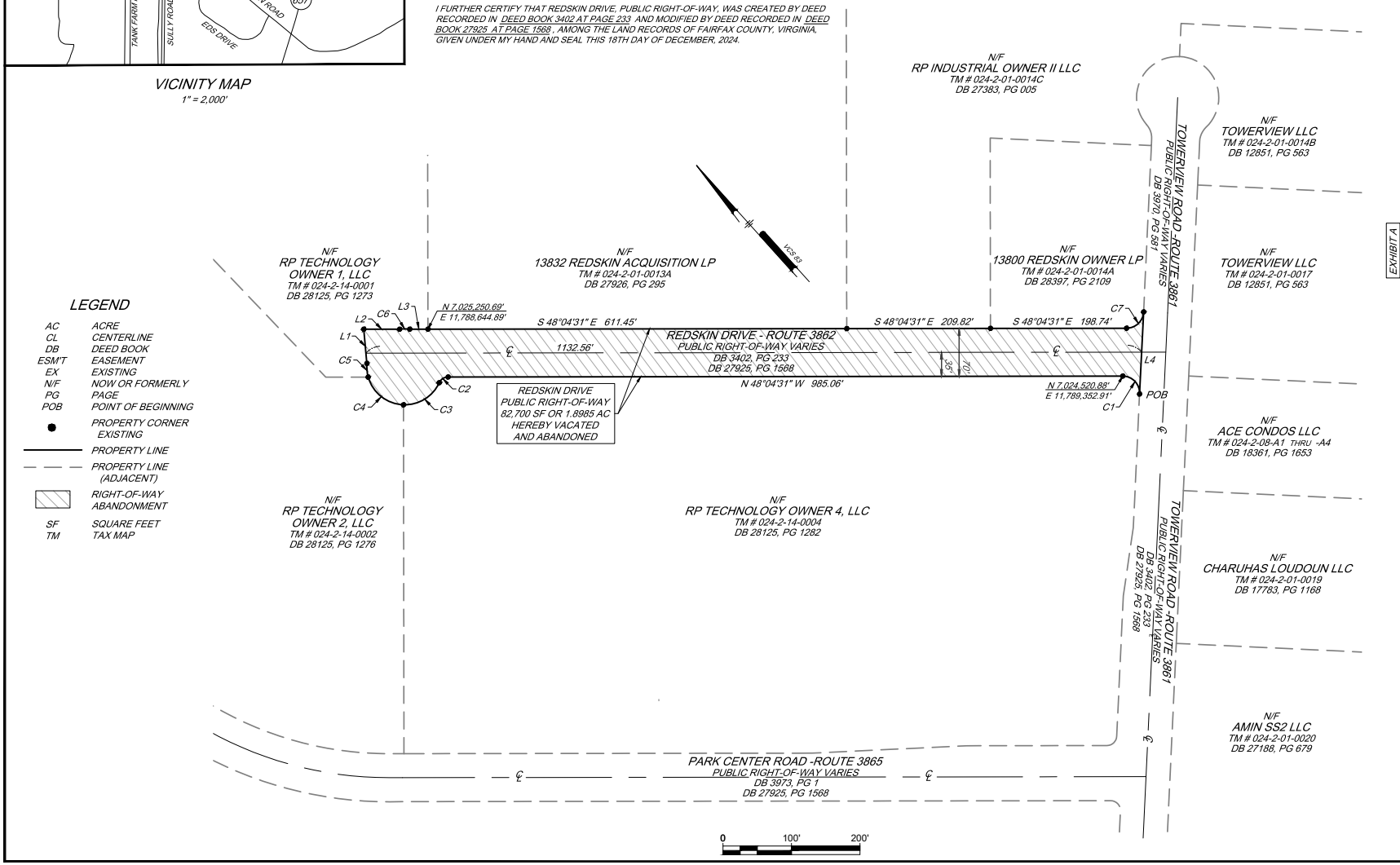
I FURTHER CERTIFY THAT REDSKIN DRIVE, PUBLIC RIGHT-OF-WAY, WAS CREATED BY DEED RECORDED IN DEED BOOK 3402 AT PAGE 233 AND MODIFIED BY DEED RECORDED IN DEED BOOK 27925 AT PAGE 1568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA, GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2024.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°46'31" E	50.16'
L2	S 48°05'00" E	52.33
L3	S 48°05'00" E	26.51'
L4	S 44°50'19" W	120.08'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00'	91°33'55"	39.97'	25.70'	N 1°07'25" W	35.85'
C2	14.50'	64°11'47"	16.25'	9.10'	N 81°07'01" W	15.42'
C3	55.50'	67°06'06"	65.00'	36.81'	N 79°40'18" W	61.35'
C4	55.50'	72°27'04"	70.18'	40.66'	N 9°53'43" W	65.60'
C5	55.50'	20°47'40"	20.14'	10.18'	N 36°46'31" E	20.03'
C6	55.50'	15°23'43"	14.91'	7.50'	S 48°05'00" E	14.87'
C7	25.00'	87°15'37"	38.07'	23.83'	N 88°17'45" E	34.50'



LEGEND

AC	ACRE
CL	CENTERLINE
DB	DEED BOOK
ESM'T	EASEMENT
EX	EXISTING
N/F	NOW OR FORMERLY
PG	PAGE
POB	POINT OF BEGINNING
	PROPERTY CORNER EXISTING
	PROPERTY LINE
	PROPERTY LINE (ADJACENT)
	RIGHT-OF-WAY ABANDONMENT
SF	SQUARE FEET
TM	TAX MAP

EXHIBIT A

THE VACATION AND ABANDONMENT OF PUBLIC RIGHT-OF-WAY

REDSKIN DRIVE - ROUTE 3862

DEED BOOK 3402, PAGE 233
DEED BOOK 27925, PAGE 1568

SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA

PENNONI ASSOCIATES INC.
1602 Village Market Blvd. Suite 330
Leesburg, VA 20175
T 703.449.6700 F 703.449.6714

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

COMMONWEALTH OF VIRGINIA
PRELIMINARY
ROGER E. HARRIS
Lic. No. 002631
11/14/2025
LAND SURVEYOR

REVISIONS:

DATE	TYPE	BY
11/14/25	GENERAL	TFF

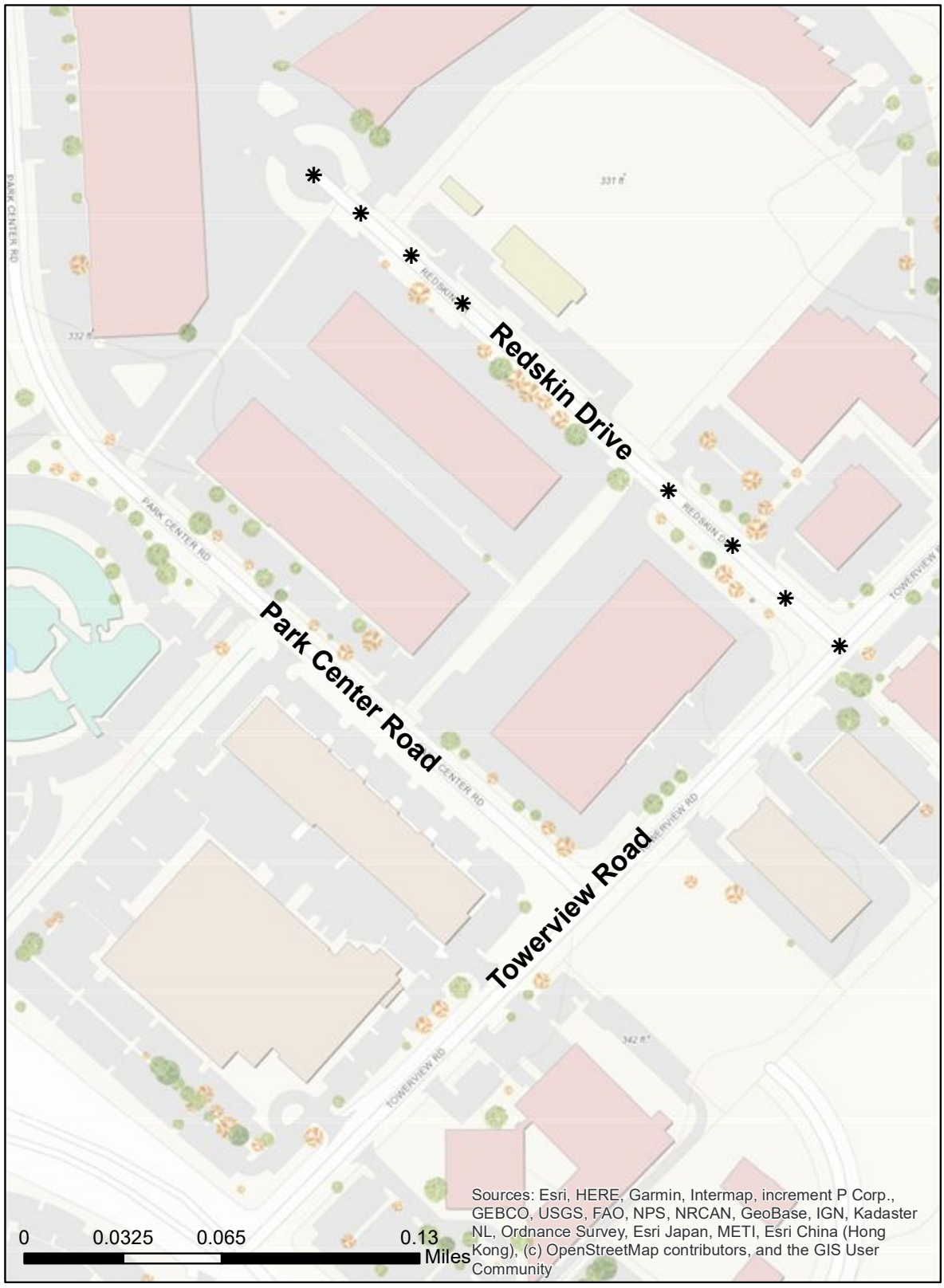
PROJECT	RPIND21002
DATE	DECEMBER 18, 2024
DRAWING SCALE	1" = 100'
DRAWN BY	GSE
APPROVED BY	GSE

SHEET 1 OF 1

ATTACHMENT 6

Vicinity Map
Vacation and Abandonment of Redskin Drive

Sully District



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Tax Map 24-2

✱ Denotes Areas to be Vacated and Abandoned

Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8243 Gregory Drive to the Virginia Department of Transportation for the Bus Rapid Transit Project (Franconia District)

ISSUE:
Authorization to advertise a public hearing to convey a portion of County-owned property at 8243 Gregory Drive to the Virginia Department of Transportation (VDOT) for the Bus Rapid Transit Project.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement of a public hearing to be held on November 17, 2026, at 4:00 p.m.

TIMING:
Board action is requested for October 13, 2026, to provide sufficient time to advertise the proposed public hearing on November 17, 2026, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of an approximately one-acre parcel of land located at 8243 Gregory Drive and identified as Tax Map Parcel No. 1014 04 0007A (Property). The Property is improved with a one-story, 12,400 square foot building and associated parking lot. The building serves as the site of the New Horizons Treatment Center, a 12-bed community residential services program that provides treatment and support services for individuals experiencing mental illness or substance abuse disorders.

VDOT is in the process of acquiring land for the Bus Rapid Transit Project, which involves the construction of a 7.4-mile, nine-station, bus rapid transit line along Richmond Highway from the Huntington Metro Station to Fort Belvoir. To accommodate the new median lanes for bus traffic, VDOT requires the County to convey 429 square feet of land in fee simple and dedicate permanent waterline and temporary construction easements of 3,642 square feet and 3,460 square feet, respectively. The Property will remain accessible during the construction of the Project.

VDOT is offering the County $102,500 as compensation for the dedicated land rights and for remediation of the impacts to the improvements on the Property. This amount includes approximately $37,000 for the repaving of portions of the parking lot and the relocation or replacement of six light poles and five signs.

Because *Virginia Code Ann. § 15.2-1800* requires a locality to hold a public hearing before it may dispose of any real property, staff recommends that the Board authorize staff to advertise a public hearing to convey the Property to VDOT.

EQUITY IMPACT:
The transfer of the land rights to VDOT for incorporation into the Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

FISCAL IMPACT:
The $102,500 in consideration from VDOT will be deposited in the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation for the Bus Rapid Transit Project (Mount Vernon District)

ISSUE:
Authorization to advertise a public hearing to convey a portion of County-owned property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation (VDOT) for the Bus Rapid Transit Project.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement of a public hearing to be held on November 17, 2026, at 4:00 p.m.

TIMING:
Board action is requested for October 13, 2026, to provide sufficient time to advertise the proposed public hearing on November 17, 2026, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of two parcels of land located at 8323 and 8333 Richmond Highway and identified as Tax Map Parcel Nos. 1014 01 0005A and 1014 07 0001 (Property). These parcels total 10.5 acres and encompass the original site of the Mount Vernon High School. The 149,000 square foot school building is being repurposed to serve as a cultural and opportunity center called The Commons Mount Vernon, with programs focusing on recreation, early childhood development, workforce training and community events (The Commons).

VDOT is in the process of acquiring land for the Bus Rapid Transit Project, which involves the construction of a 7.4-mile, nine-station, bus rapid transit line along Richmond Highway from the Huntington Metro Station to Fort Belvoir (project). The County had previously agreed to transfer 24,300 square feet in road frontage from the Property (Road Frontage) in connection with the approval of the site plan for The Commons. To accommodate the construction impacts caused by the widening of the highway, VDOT requires the County to further convey from the Property 429 square feet of land in fee simple and dedicate a sanitary sewer easement consisting of 1,545 square feet, a VDOT utility easement of 500 square feet, a stormwater drainage easement of 273 square feet, and a temporary construction easement of 10,166 square feet.

VDOT is offering the County $88,735 as compensation for the dedicated land rights that are not associated with the Road Frontage and for the relocation of some existing signs and light poles. Access to The Commons will be available via Maury Place and Mohawk Lane during the entirety of the Project.

Because *Virginia Code Ann. § 15.2-1800* requires a locality to hold a public hearing before it may dispose of any real property, staff recommends that the Board authorize staff to advertise a public hearing to convey the Property to VDOT.

EQUITY IMPACT:
The transfer of the land rights to VDOT for incorporation into the Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

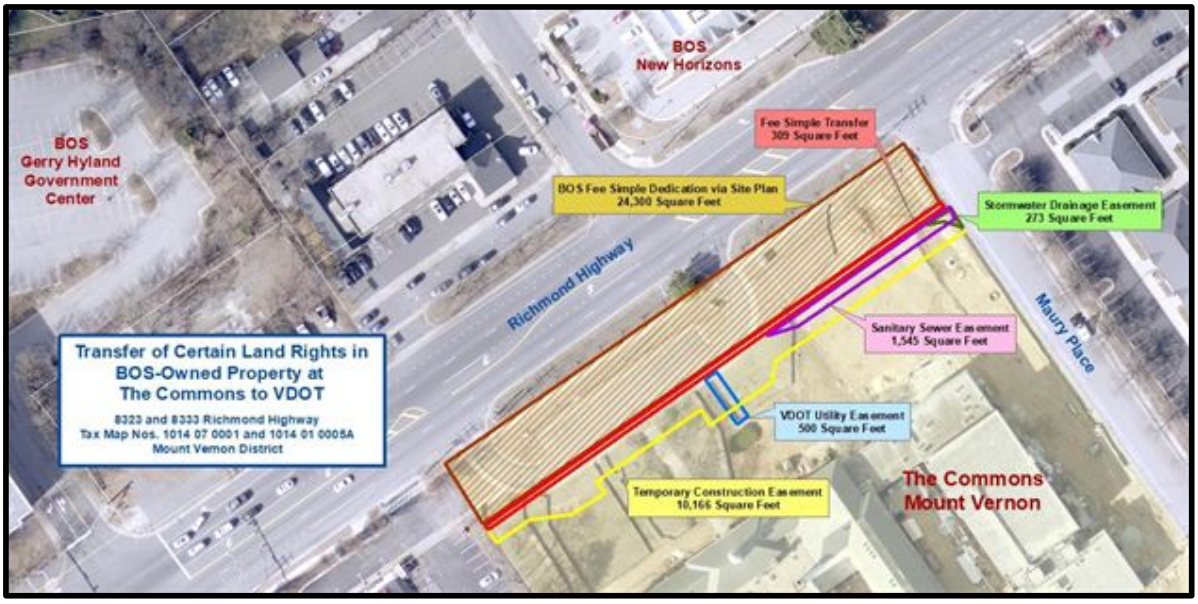
FISCAL IMPACT:
The $88,735 in consideration from VDOT will be deposited in the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive of Administration
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
October 13, 2026

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing to Consider an Ordinance Amending Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax, Virginia

ISSUE:
Authorization to advertise a public hearing to consider an ordinance to amend Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 1, 2027.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on November 17, 2026, at 4:00 p.m. to consider adoption of the proposed amendments to Chapter 4, of the Fairfax County Code, with an effective date of January 1, 2027.

TIMING:
Board action is required on October 13, 2026, to provide sufficient time to advertise the public hearing on November 17, 2026, at 4:00 p.m.

BACKGROUND:
Staff have compiled a list of changes that are needed to resolve inconsistencies between other chapters of the County Code and the Code of Virginia.

The amendments include the following:

- Section 4-7.2-1 (N) and (O) – update to streamline and align to Va. Code Section 58.1-3703(C)(18).
- Section 4-7.2-1 (R) – repealed to align with Virginia State Code.
- Repeal Section 4-17.1-7 (B) – strike section allowing Director of the Department of Tax Administration to approve a filing extension beyond May 1 and ensure uniform authority with other property tax types.

Finally, the proposed changes to the County Code include housekeeping changes to provide updated and clarifying language.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance, Redline
Attachment 2 – Proposed Ordinance, Clean

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)
Young Tarry, Deputy Director, DTA
Justin Nejad, Assistant Director, Personal Property and Business License Division, DTA
Amy Tian, Audit Manager, Personal Property and Business License Division, DTA

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney

AN ORDINANCE AMENDING
ARTICLES 7.2 AND 17.1 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAX AND PERSONAL PROPERTY TAX

Draft of September 15, 2026

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-7.2-1, relating to Business, Professional and Occupational License Tax and 4-17.1-7, relating to Personal Property Tax.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Sections 4-7.2-1 and 4-17.1-7 of the Fairfax County Code are amended and readopted as follows:

CHAPTER 4 – Taxation and Finance.

Article 7.2. – Business, Professional and Occupational License Tax.

Section 4-7.2-1. - Definitions and requirements.

(a) General definitions. Except as otherwise provided by Subsection B of this Section, the words and phrases defined in this section when used in this Article shall have the following meanings, unless a different meaning clearly is required by the context:

Affiliated group means:

(1) One or more chains of corporations subject to inclusion connected through stock ownership with a common parent corporation which is a corporation subject to inclusion if:

(A) Stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of each of the corporations subject to inclusion, except the common parent corporation, is owned directly by one or more of the other corporations subject to inclusion; and

(B) The common parent corporation directly owns stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of at least one of the other subject to inclusion corporations. As used in this subdivision, the term "stock" does not include nonvoting stock which is limited and

preferred as to dividends; the phrase "corporation subject to inclusion" means any corporation within the affiliated group irrespective of the state or country of its incorporation; and the term "receipts" includes gross receipts and gross income.

(2) Two or more corporations if five or fewer persons who are individuals, estates or trusts own stock possessing:

(A) At least eighty percent of the total combined voting power of all classes of stock entitled to vote or at least eighty percent of the total value of shares of all classes of the stock of each corporation; and

(B) More than fifty percent of the total combined voting power of all classes of stock entitled to vote or more than fifty percent of the total value of shares of all classes of stock of each corporation, taking into account the stock ownership of each such person only to the extent such stock ownership is identical with respect to each such corporation.

(3) When one or more of the corporations subject to inclusion, including the common parent corporation is a nonstock corporation, the term "stock" as used in this subdivision shall refer to the nonstock corporation membership or membership voting rights, as is appropriate to the context.

Assessment means a determination as to the proper rate of tax, the measure to which the tax rate is applied, and ultimately the amount of tax, including additional or omitted tax, that is due. An assessment shall include a written assessment made pursuant to notice by the Director or a self-assessment made by a taxpayer upon the filing of a return or otherwise not pursuant to notice. Assessments shall be deemed made by the Director when a written notice of assessment is delivered to the taxpayer by the Director or an employee of the Department of Tax Administration, or mailed to the taxpayer at his last known address. Self-assessments shall be deemed made when a return is filed, or if no return is required, when the tax is paid. A return filed or tax paid before the last day prescribed by this Article for the filing or payment thereof shall be deemed to be filed or paid on the last day specified for the filing of a return or the payment of tax, as the case may be.

Base year means the calendar year preceding the license year, except for contractors subject to the provisions of ~~Code of Virginia Section~~Va. Code § 58.1-3715 or for a different period for measuring the gross receipts of a business, such as for beginning businesses filing estimated license applications pursuant to Section 4-7.2-5 of this Article.

Business means a course of dealing which requires the time, attention and labor of the person so engaged for the purpose of earning a livelihood or profit. It implies a continuous and regular course of dealing, rather than an irregular or isolated transaction. A person may be engaged in more than one business. The following acts shall create a rebuttable presumption that a person is engaged in a business: (i) advertising or otherwise holding oneself out to the public as being engaged in a particular business or (ii) filing tax returns, schedules and documents that are required only of persons engaged in a trade or business.

Calendar year means the period beginning on January 1 of each year and ending on December 31 of each year.

Definite place of business means an office or a location at which occurs a regular and continuous course of dealing for thirty consecutive days or more. A definite place of business for a person engaged in business may include a location leased or otherwise obtained from another person on a temporary or seasonal basis and real property leased to another. A person's residence shall be deemed to be a definite place of business if there is no definite place of business maintained elsewhere and the person is not subject to licensure as a peddler or itinerant merchant.

Department of Tax Administration means the Fairfax County Department of Tax Administration.

Director means the Director of the Fairfax County Department of Tax Administration, or the designated agent of the Director.

Financial services means the buying, selling, handling, managing, investing, and providing of advice regarding money, credit, securities, or other investments.

Gross purchases means all goods, wares and merchandise received for sale at each definite place of business of a wholesale merchant. Gross purchases shall include all costs incurred in the manufacture or acquisition of property of any nature or description acquired (i) for resale to retail merchants or (ii) for sale at wholesale to other wholesale merchants, institutional, commercial or industrial users. Gross purchases does not mean any costs incurred for the acquisition of property of any nature or description which, when sold by a wholesale merchant, is subject to taxation by the Virginia Retail Sales and Use Tax Act, ~~*Code of Virginia* Sections~~Va. Code §§ 58.1-600 through 58.1-639.1, as amended, or by any similar retail sales and use tax. A wholesale merchant may elect to report the gross receipts from the sale of manufactured goods, wares and merchandise if it cannot determine the cost of manufacture or chooses not to disclose the cost of manufacture.

Gross receipts means the whole, entire, total receipts, without deduction. Gross receipts consist of the gross receipts from any business, profession, trade, occupation or calling, including cash, credits, fees, commissions, brokerage charges and rentals, and property of any kind, nature or description from either sales made or services rendered without any deduction therefrom on account of cost of the property sold, the cost of material, labor or services or other costs, interest or any expense whatsoever, and such term shall include in case of merchants the amount of the retail value of supplies and goods furnished to or used by the licensee or his family or other person for which no charge is made. Gross receipts include receipts from all sales and services rendered or conducted from a place of business within the County to persons in the County or to persons outside the County and all other receipts from all activities having a taxable situs within the County for local license taxation authorized by Virginia law. For the purposes of this definition, receipts from rendering sales and services to persons include all gross receipts from government agencies, as well as those entities described within the definition of "person" provided by this Section.

License year means the calendar year for which a license is issued for the privilege of engaging in business.

Person means any individual, firm, partnership, corporation, company, association or joint stock association. Person includes any trustee, receiver, assignee or personal representative thereof carrying on or continuing a business, profession, trade, occupation or calling, but shall not include a court-appointed trustee, receiver or personal representative in the liquidation of assets for immediate distribution or a sergeant or sheriff, or any deputy, selling under authority of process or writ of a court of justice.

Real estate services means providing a service with respect to the purchase, sale, lease, rental, or appraisal of real property.

Tax commissioner means the chief executive officer of the Virginia Department of Taxation, or delegated representative.

(b) Special definitions, exclusions and provisions. The general definitions provided by this Article shall be subject to the following limitations, unless a different meaning clearly is required by the context:

(1) Exclusions from the definition of gross receipts:

(A) Gross receipts do not include those receipts excluded by Virginia law pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3703(C).

(B) Gross receipts do not include revenues that are attributable to taxable business activity conducted in another jurisdiction within the Commonwealth of Virginia and the volume attributable to that business activity is deductible pursuant to ~~*Code of Virginia* Sections~~Va. Code § 58.1-3708 and 58.1-3709.

(C) Pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732, gross receipts do not include those amounts not derived from the exercise of the licensed privilege to engage in a business or profession in the ordinary course of business.

(D) Gross receipts do not include revenues that are attributable to business activity with a taxable situs in another jurisdiction not within the Commonwealth of Virginia which shall include any amount attributable to business conducted in another state or foreign country in which the taxpayer is liable for an income or other tax based upon income.

(E) Gross receipts do not include those receipts which are subject to a license tax on the same business activity imposed by a town government in accordance with ~~*Code of Virginia* Section~~ Va. Code § 58.1-3711.

(F) Gross receipts do not include any amounts received and paid to the United States, the Commonwealth or any county, city or town for the Virginia retail sales or use tax, for any local sales tax or any local excise tax on cigarettes, for any federal or state excise taxes on motor fuels.

(G) Gross receipts do not include any amount paid for computer hardware and software that are sold to a United States federal or state government entity provided that such property was purchased within two years of the sale to said entity by the original purchaser who shall have been contractually obligated at the time of purchase to resell such property to a state or federal government entity. This deduction shall not occur until the time of resale and shall apply to only the original cost of the property and not to its resale price, and the deduction shall not apply to any of the tangible personal property which was the subject of the original resale contract if it is not resold to a state or federal government entity in accordance with the original contract obligation.

(H) Gross receipts do not include licenses, admission taxes or pari-mutual wagering pools established under ~~*Code of Virginia* Sections~~ Va. Code §§

59.1-392 or 59.1-393 in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732.1.

(I) Gross receipts do not include any amounts received by a real estate broker which arise from real estate sales transactions to the extent that such amounts are paid to a real estate agent as a commission and the agent is subject to a business license tax on such gross receipts in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732.2. Real estate brokers must include all such receipts within their taxable gross as individual real estate agents are not licensed separately under Chapter 4, Article 7.2 of the Fairfax County Code. In addition, gross receipts, when used in connection with Section 4-7.2-34 of this Article, means all commissions received by real estate brokers with respect to the purchase, sale or purchase and sale of any real estate and the management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. ~~After December 31, 1995, g~~Gross receipts, when used in connection with Section 4-7.2-34 of this Article, do not include management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Such receipts are taxable in accordance with Section 4-7.2-23 of this Article.

(J) Gross receipts do not include the value of any trade-in vehicle accepted in trade by a motor vehicle dealer who accepts a trade-in as part of a sale of a motor vehicle pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3734.1.

(K) Gross receipts do not include all amounts received in the course of conducting the state lottery by a lottery sales agent licensed by the State Lottery Board, but gross receipts do include the compensation actually paid to a lottery sales agent in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-4011.

(L) Gross receipts do not include membership dues collected by trade, business, professional, service or civic associations, or other similar nonprofit organizations.

(M) Gross receipts do not include amounts paid by advertising agents and agencies for any customer for advertising space, radio time, television

time, electrical transcription, pressing, art work, engraving, plate, mats, printing stock and postage.

(N) ~~Gross receipts do not include income which is exempt from the federal income tax pursuant to § 501(c)(6) of the United States Internal Revenue Code, as amended. However, this exclusion pertaining to organizations which are exempt from the federal income tax pursuant to § 501(c)(6) of the United States Internal Revenue Code does not exempt unrelated business income received by those organizations which is taxable pursuant to § 501(b) of the United States Internal Revenue Code, as amended.~~[Reserved.]

(O) Gross receipts do not include:

(i) the receipts~~income~~ of a ~~charitable~~ nonprofit organization described in Internal Revenue Code § 501(c)(3) or 501(c)(19) except to the extent an organization has receipts from an unrelated trade or business the income of which is taxable under Internal Revenue Code § 511 et seq. For the purpose of this subsection, "~~charitable~~ nonprofit organization" means an organization which is described in Internal Revenue Code § 501(c)(3) or 501(c)(19) and to which contributions are deductible by the contributor under Internal Revenue Code § 170, except that educational institutions shall be limited to schools, colleges and other similar institutions of learning.

(ii) receipts ~~O~~on or measured by gifts, contributions, and membership dues of a nonprofit organization. Activities conducted for consideration which are similar to activities conducted for consideration by for-profit businesses shall be presumed to be activities that are part of a business subject to licensure. For the purpose of this subsection, "nonprofit organization" means an organization exempt from federal income tax under Internal Revenue Code § 501, other than ~~charitable~~ the nonprofit organizations described in subsection (b)(1)(O)(i).

(P) Gross receipts do not include receipts which are the proceeds of a loan transaction in which the licensee is the obligator, or the return of principal of a loan transaction in which the licensee is the creditor. Gross receipts also do not include the return of principal or basis upon the sale of a capital asset. Gross receipts, when used in connection with or in

respect to financial transactions involving the sale of notes, stocks, bonds or other securities or the loan, collection or advance of money or the discounting of notes, bills or other evidence of debt, mean the gross interest, gross discount, gross commission or other gross receipts earned by means of, or resulting from such financial transactions, but gross receipts do not include any amount received as payment of debt.

(Q) Gross receipts do not include the pass-through funds of any money lender duly organized, registered and doing business as a cooperative association under the Virginia Cooperative Association Act or any corresponding cooperative association act of any other state or the District of Columbia. However, all funds used for operating expenses, retained margins and reserves of any such cooperative association are gross receipts which are taxable in accordance with Section 4-7.2-31 of this Article. Any cooperative money lender whose gross receipts are subject to taxation in accordance with this subparagraph shall submit such documentary proof as required by the Director that the cooperative money lender is duly organized, registered and doing business as a cooperative association in the manner provided herein.

(R) [Reserved.]~~Gross receipts do not include donations, gifts or contributions made without consideration to a nonprofit organization described in Internal Revenue Code § 501.~~

(S) Gross receipts do not include any amounts received from withdrawals from inventory for purposes other than sale or distribution and for which no consideration is received and the occasional sale of assets other than inventory whether or not a gain or loss is recognized for federal purposes.

(T) Gross receipts do not include investment income not directly related to the privilege exercised by a business subject to licensure not classified as rendering financial services. This exclusion shall apply to interest on bank accounts of the business, and to interest, dividends and other income derived from the investment of its own funds in securities and other types of investments unrelated to the licensed privilege. This exclusion shall not apply to interest, late fees and similar income attributable to an installment sale or other transaction that occurred in the regular course of business.

(U) Gross receipts do not include general and administrative intra-company receipts or intra-company reimbursements or transfer payments.

(V) Gross receipts do not include receipts on any venture capital fund or other investment fund, except commissions and fees of such funds. Gross receipts from the sale and rental of real estate and buildings remain taxable.

(W) Gross receipts do not include rebates and discounts taken or received on account of purchases by the licensee. A rebate or other incentive offered to induce the recipient to purchase certain goods or services from a person other than the offeror, and which the recipient assigns to the licensee in consideration of the sale goods and services shall not be considered a rebate or discount to the licensee, but shall be included in the licensee's gross receipts together with any handling or other fees related to the incentive.

(X) Gross receipts do not include any amount representing the liquidation of a debt or conversion of another asset to the extent that the amount is attributable to a transaction previously taxed (e.g., the factoring of accounts receivable created by sales which have been included in taxable receipts even though the creation of such debt and factoring are a regular part of its business).

(Y) Gross receipts do not include any amount representing returns and allowances granted by the business to its customer.

(Z) ~~Effective January 1, 1999, g~~Gross receipts do not include any receipts derived solely from the design, development or other creation of computer software for lease, sale or license ~~shall be subject to an exclusion in the amount set forth in the table below~~. This exclusion shall apply only to those receipts attributed to computer software design, development or creation activities actually performed at a definite place of business within Fairfax County as specified by Section 4-7.2-6.

~~The amount of gross receipts excluded by this section shall be determined as follows:~~

~~TAX YEAR BEGINNING~~	~~PERCENTAGE EXCLUSION~~
~~JANUARY 1, 1999~~	~~33⅓% of software receipts~~

~~JANUARY 1, 2000~~	~~66⅔% of software receipts~~
~~JANUARY 1, 2001~~	~~100% of software receipts~~

(2) Exclusions from the definition of person:

(A) Person does not include:

(i) volunteer fire departments;

(ii) volunteer rescue squads; or

(iii) nonprofit charitable, cultural, educational or recreational organizations which are created to operate a community center, a swimming pool, a tennis court or some other facility or service for the exclusive benefit of the residents of Fairfax County.

(3) Other special provisions:

(A) Notwithstanding the provisions of Section 4-7.2-22 of the Article, every person conducting or engaging in the occupation business, trade or calling of leasing aircraft or flight simulators or providing flight simulation training shall be taxed on the gross receipts of that activity at the annual license tax rate imposed on wholesale merchants by Section 4-7.2-30.

(c) The calculation of gross purchases and gross receipts for annual license tax or fee purposes shall be on a cash, a modified accrual or an accrual basis used for the preceding calendar year, but the basis used for such calculation of gross receipts for each person shall be the same system of accounts used by that person for federal income tax purposes.

(d) Any person claiming the benefit of any exclusion, exemption, restriction or limitation to the taxes or fee imposed by this Article shall bear the burden of showing that the exclusion, exemption, restriction or limitation is applicable to their claim.

(e) Where, before the expiration of the time prescribed for the assessment of any license tax imposed pursuant to state law, both the Director and the taxpayer have consented in writing to its assessment after such time, the tax may be assessed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended

by subsequent agreements in writing made before the expiration of the period previously agreed upon.

(f) Notwithstanding ~~*Code of Virginia* Section~~ Va. Code § 58.1-3903, the Director shall assess the local license tax omitted because of fraud or failure to apply for a license for the current license year and the six preceding license years.

Section 4-17.1-7. – Late filing penalties.

(A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this Article will incur a penalty of ten percent (10%) of the taxes assessable on such personal property for which a return is required or Ten Dollars ($10.00), whichever is greater; provided, however, that the penalty will not, in any case, exceed the amount of the tax assessable. Said penalty will be added to the amount of taxes due. This penalty will not apply to any individual who has registered a motor vehicle, trailer, or semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia Code §§~~Sections~~ 46.2-600 and 46.2-662, regardless of when the DMV forwards registration information to the Director of the Department of Tax Administration.

(B) ~~An extension in time, not to exceed ninety (90) days, for filing tangible business personal property, or machinery and tools may be granted by the Director of the Department of Tax Administration whenever good cause exists. Application for such extension of time must be made prior to the regular May 1 filing deadline. Requests received after May 1 are not to be granted unless it is documented that the delay was in no way the fault of the taxpayer. Failure to file returns within the extended time will cause the taxpayer to be treated the same as if no extension had been granted.~~

~~(C)~~ The Director of the Department of Tax Administration may waive the penalty for failure to file a return if such failure was not the fault of the taxpayer or was the fault of the Director of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance will become effective on January 1, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper
Clerk for the Board of Supervisors

AN ORDINANCE AMENDING
ARTICLES 7.2 AND 17.1 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAX AND PERSONAL PROPERTY TAX

Draft of September 15, 2026

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-7.2-1, relating to Business, Professional and Occupational License Tax and 4-17.1-7, relating to Personal Property Tax.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Sections 4-7.2-1 and 4-17.1-7 of the Fairfax County Code are amended and readopted as follows:

CHAPTER 4 – Taxation and Finance.

Article 7.2. – Business, Professional and Occupational License Tax.

Section 4-7.2-1. - Definitions and requirements.

(a) General definitions. Except as otherwise provided by Subsection B of this Section, the words and phrases defined in this section when used in this Article shall have the following meanings, unless a different meaning clearly is required by the context:

Affiliated group means:

(1) One or more chains of corporations subject to inclusion connected through stock ownership with a common parent corporation which is a corporation subject to inclusion if:

(A) Stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of each of the corporations subject to inclusion, except the common parent corporation, is owned directly by one or more of the other corporations subject to inclusion; and

(B) The common parent corporation directly owns stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of at least one of the other subject to inclusion corporations. As used in this subdivision, the term "stock" does not include nonvoting stock which is limited and

preferred as to dividends; the phrase "corporation subject to inclusion" means any corporation within the affiliated group irrespective of the state or country of its incorporation; and the term "receipts" includes gross receipts and gross income.

(2) Two or more corporations if five or fewer persons who are individuals, estates or trusts own stock possessing:

(A) At least eighty percent of the total combined voting power of all classes of stock entitled to vote or at least eighty percent of the total value of shares of all classes of the stock of each corporation; and

(B) More than fifty percent of the total combined voting power of all classes of stock entitled to vote or more than fifty percent of the total value of shares of all classes of stock of each corporation, taking into account the stock ownership of each such person only to the extent such stock ownership is identical with respect to each such corporation.

(3) When one or more of the corporations subject to inclusion, including the common parent corporation is a nonstock corporation, the term "stock" as used in this subdivision shall refer to the nonstock corporation membership or membership voting rights, as is appropriate to the context.

Assessment means a determination as to the proper rate of tax, the measure to which the tax rate is applied, and ultimately the amount of tax, including additional or omitted tax, that is due. An assessment shall include a written assessment made pursuant to notice by the Director or a self-assessment made by a taxpayer upon the filing of a return or otherwise not pursuant to notice. Assessments shall be deemed made by the Director when a written notice of assessment is delivered to the taxpayer by the Director or an employee of the Department of Tax Administration, or mailed to the taxpayer at his last known address. Self-assessments shall be deemed made when a return is filed, or if no return is required, when the tax is paid. A return filed or tax paid before the last day prescribed by this Article for the filing or payment thereof shall be deemed to be filed or paid on the last day specified for the filing of a return or the payment of tax, as the case may be.

Base year means the calendar year preceding the license year, except for contractors subject to the provisions of Va. Code § 58.1-3715 or for a different period for measuring the gross receipts of a business, such as for beginning businesses filing estimated license applications pursuant to Section 4-7.2-5 of this Article.

Business means a course of dealing which requires the time, attention and labor of the person so engaged for the purpose of earning a livelihood or profit. It implies a continuous and regular course of dealing, rather than an irregular or isolated transaction. A person may be engaged in more than one business. The following acts shall create a rebuttable presumption that a person is engaged in a business: (i) advertising or otherwise holding oneself out to the public as being engaged in a particular business or (ii) filing tax returns, schedules and documents that are required only of persons engaged in a trade or business.

Calendar year means the period beginning on January 1 of each year and ending on December 31 of each year.

Definite place of business means an office or a location at which occurs a regular and continuous course of dealing for thirty consecutive days or more. A definite place of business for a person engaged in business may include a location leased or otherwise obtained from another person on a temporary or seasonal basis and real property leased to another. A person's residence shall be deemed to be a definite place of business if there is no definite place of business maintained elsewhere and the person is not subject to licensure as a peddler or itinerant merchant.

Department of Tax Administration means the Fairfax County Department of Tax Administration.

Director means the Director of the Fairfax County Department of Tax Administration, or the designated agent of the Director.

Financial services means the buying, selling, handling, managing, investing, and providing of advice regarding money, credit, securities, or other investments.

Gross purchases means all goods, wares and merchandise received for sale at each definite place of business of a wholesale merchant. Gross purchases shall include all costs incurred in the manufacture or acquisition of property of any nature or description acquired (i) for resale to retail merchants or (ii) for sale at wholesale to other wholesale merchants, institutional, commercial or industrial users. Gross purchases does not mean any costs incurred for the acquisition of property of any nature or description which, when sold by a wholesale merchant, is subject to taxation by the Virginia Retail Sales and Use Tax Act, Va. Code §§ 58.1-600 through 58.1-639.1, as amended, or by any similar retail sales and use tax. A wholesale merchant may elect to report the gross receipts from the sale of manufactured goods, wares and merchandise if it cannot determine the cost of manufacture or chooses not to disclose the cost of manufacture.

Gross receipts means the whole, entire, total receipts, without deduction. Gross receipts consist of the gross receipts from any business, profession, trade, occupation or calling, including cash, credits, fees, commissions, brokerage charges and rentals, and property of any kind, nature or description from either sales made or services rendered without any deduction therefrom on account of cost of the property sold, the cost of material, labor or services or other costs, interest or any expense whatsoever, and such term shall include in case of merchants the amount of the retail value of supplies and goods furnished to or used by the licensee or his family or other person for which no charge is made. Gross receipts include receipts from all sales and services rendered or conducted from a place of business within the County to persons in the County or to persons outside the County and all other receipts from all activities having a taxable situs within the County for local license taxation authorized by Virginia law. For the purposes of this definition, receipts from rendering sales and services to persons include all gross receipts from government agencies, as well as those entities described within the definition of "person" provided by this Section.

License year means the calendar year for which a license is issued for the privilege of engaging in business.

Person means any individual, firm, partnership, corporation, company, association or joint stock association. Person includes any trustee, receiver, assignee or personal representative thereof carrying on or continuing a business, profession, trade, occupation or calling, but shall not include a court-appointed trustee, receiver or personal representative in the liquidation of assets for immediate distribution or a sergeant or sheriff, or any deputy, selling under authority of process or writ of a court of justice.

Real estate services means providing a service with respect to the purchase, sale, lease, rental, or appraisal of real property.

Tax commissioner means the chief executive officer of the Virginia Department of Taxation, or delegated representative.

(b) Special definitions, exclusions and provisions. The general definitions provided by this Article shall be subject to the following limitations, unless a different meaning clearly is required by the context:

(1) Exclusions from the definition of gross receipts:

(A) Gross receipts do not include those receipts excluded by Virginia law pursuant to Va. Code § 58.1-3703(C).

(B) Gross receipts do not include revenues that are attributable to taxable business activity conducted in another jurisdiction within the Commonwealth of Virginia and the volume attributable to that business activity is deductible pursuant to Va. Code § 58.1-3708 and 58.1-3709.

(C) Pursuant to Va. Code § 58.1-3732, gross receipts do not include those amounts not derived from the exercise of the licensed privilege to engage in a business or profession in the ordinary course of business.

(D) Gross receipts do not include revenues that are attributable to business activity with a taxable situs in another jurisdiction not within the Commonwealth of Virginia which shall include any amount attributable to business conducted in another state or foreign country in which the taxpayer is liable for an income or other tax based upon income.

(E) Gross receipts do not include those receipts which are subject to a license tax on the same business activity imposed by a town government in accordance with Va. Code § 58.1-3711.

(F) Gross receipts do not include any amounts received and paid to the United States, the Commonwealth or any county, city or town for the Virginia retail sales or use tax, for any local sales tax or any local excise tax on cigarettes, for any federal or state excise taxes on motor fuels.

(G) Gross receipts do not include any amount paid for computer hardware and software that are sold to a United States federal or state government entity provided that such property was purchased within two years of the sale to said entity by the original purchaser who shall have been contractually obligated at the time of purchase to resell such property to a state or federal government entity. This deduction shall not occur until the time of resale and shall apply to only the original cost of the property and not to its resale price, and the deduction shall not apply to any of the tangible personal property which was the subject of the original resale contract if it is not resold to a state or federal government entity in accordance with the original contract obligation.

(H) Gross receipts do not include licenses, admission taxes or pari-mutual wagering pools established under Va. Code §§ 59.1-392 or 59.1-393 in accordance with the provisions of Va. Code § 58.1-3732.1.

(I) Gross receipts do not include any amounts received by a real estate broker which arise from real estate sales transactions to the extent that such amounts are paid to a real estate agent as a commission and the agent is subject to a business license tax on such gross receipts in accordance with the provisions of Va. Code § 58.1-3732.2. Real estate brokers must include all such receipts within their taxable gross as individual real estate agents are not licensed separately under Chapter 4, Article 7.2 of the Fairfax County Code. In addition, gross receipts, when used in connection with Section 4-7.2-34 of this Article, means all commissions received by real estate brokers with respect to the purchase, sale or purchase and sale of any real estate and the management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Gross receipts, when used in connection with Section 4-7.2-34 of this Article, do not include management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Such receipts are taxable in accordance with Section 4-7.2-23 of this Article.

(J) Gross receipts do not include the value of any trade-in vehicle accepted in trade by a motor vehicle dealer who accepts a trade-in as part of a sale of a motor vehicle pursuant to Va. Code § 58.1-3734.1.

(K) Gross receipts do not include all amounts received in the course of conducting the state lottery by a lottery sales agent licensed by the State Lottery Board, but gross receipts do include the compensation actually paid to a lottery sales agent in accordance with the provisions of Va. Code § 58.1-4011.

(L) Gross receipts do not include membership dues collected by trade, business, professional, service or civic associations, or other similar nonprofit organizations.

(M) Gross receipts do not include amounts paid by advertising agents and agencies for any customer for advertising space, radio time, television time, electrical transcription, pressing, art work, engraving, plate, mats, printing stock and postage.

(N) [Reserved.]

(O) Gross receipts do not include:

(i) the receipts of a nonprofit organization described in Internal Revenue Code § 501(c)(3) or 501(c)(19) except to the extent an organization has receipts from an unrelated trade or business the income of which is taxable under Internal Revenue Code § 511 et seq. For the purpose of this subsection, " nonprofit organization" means an organization which is described in Internal Revenue Code § 501(c)(3) or 501(c)(19) and to which contributions are deductible by the contributor under Internal Revenue Code § 170, except that educational institutions shall be limited to schools, colleges and other similar institutions of learning.

(ii) receipts on or measured by gifts, contributions, and membership dues of a nonprofit organization. Activities conducted for consideration which are similar to activities conducted for consideration by for-profit businesses shall be presumed to be activities that are part of a business subject to licensure. For the purpose of this subsection, "nonprofit organization" means an organization exempt from federal income tax under Internal Revenue Code § 501, other than the nonprofit organizations described in subsection (b)(1)(O)(i).

(P) Gross receipts do not include receipts which are the proceeds of a loan transaction in which the licensee is the obligator, or the return of principal of a loan transaction in which the licensee is the creditor. Gross receipts also do not include the return of principal or basis upon the sale of a capital asset. Gross receipts, when used in connection with or in respect to financial transactions involving the sale of notes, stocks, bonds or other securities or the loan, collection or advance of money or the discounting of notes, bills or other evidence of debt, mean the gross interest, gross discount, gross commission or other gross receipts earned by means of, or resulting from such financial transactions, but gross receipts do not include any amount received as payment of debt.

(Q) Gross receipts do not include the pass-through funds of any money lender duly organized, registered and doing business as a cooperative association under the Virginia Cooperative Association Act or any corresponding cooperative association act of any other state or the District of Columbia. However, all funds used for operating expenses, retained margins and reserves of any such cooperative association are gross receipts which are taxable in accordance with Section 4-7.2-31 of this Article. Any cooperative money lender whose gross receipts are

subject to taxation in accordance with this subparagraph shall submit such documentary proof as required by the Director that the cooperative money lender is duly organized, registered and doing business as a cooperative association in the manner provided herein.

(R) [Reserved.]

(S) Gross receipts do not include any amounts received from withdrawals from inventory for purposes other than sale or distribution and for which no consideration is received and the occasional sale of assets other than inventory whether or not a gain or loss is recognized for federal purposes.

(T) Gross receipts do not include investment income not directly related to the privilege exercised by a business subject to licensure not classified as rendering financial services. This exclusion shall apply to interest on bank accounts of the business, and to interest, dividends and other income derived from the investment of its own funds in securities and other types of investments unrelated to the licensed privilege. This exclusion shall not apply to interest, late fees and similar income attributable to an installment sale or other transaction that occurred in the regular course of business.

(U) Gross receipts do not include general and administrative intra-company receipts or intra-company reimbursements or transfer payments.

(V) Gross receipts do not include receipts on any venture capital fund or other investment fund, except commissions and fees of such funds. Gross receipts from the sale and rental of real estate and buildings remain taxable.

(W) Gross receipts do not include rebates and discounts taken or received on account of purchases by the licensee. A rebate or other incentive offered to induce the recipient to purchase certain goods or services from a person other than the offeror, and which the recipient assigns to the licensee in consideration of the sale goods and services shall not be considered a rebate or discount to the licensee, but shall be included in the licensee's gross receipts together with any handling or other fees related to the incentive.

(X) Gross receipts do not include any amount representing the liquidation of a debt or conversion of another asset to the extent that the amount is attributable to a transaction previously taxed (e.g., the factoring of accounts receivable created by sales which have been included in taxable receipts even though the creation of such debt and factoring are a regular part of its business).

(Y) Gross receipts do not include any amount representing returns and allowances granted by the business to its customer.

(Z) Gross receipts do not include any receipts derived solely from the design, development or other creation of computer software for lease, sale or license. This exclusion shall apply only to those receipts attributed to computer software design, development or creation activities actually performed at a definite place of business within Fairfax County as specified by Section 4-7.2-6.

(2) Exclusions from the definition of person:

(A) Person does not include:

(i) volunteer fire departments;

(ii) volunteer rescue squads; or

(iii) nonprofit charitable, cultural, educational or recreational organizations which are created to operate a community center, a swimming pool, a tennis court or some other facility or service for the exclusive benefit of the residents of Fairfax County.

(3) Other special provisions:

(A) Notwithstanding the provisions of Section 4-7.2-22 of the Article, every person conducting or engaging in the occupation business, trade or calling of leasing aircraft or flight simulators or providing flight simulation training shall be taxed on the gross receipts of that activity at the annual license tax rate imposed on wholesale merchants by Section 4-7.2-30.

(c) The calculation of gross purchases and gross receipts for annual license tax or fee purposes shall be on a cash, a modified accrual or an accrual basis used for the preceding calendar year, but the basis used for such calculation of gross receipts for each person shall be the same system of accounts used by that person for federal income tax purposes.

(d) Any person claiming the benefit of any exclusion, exemption, restriction or limitation to the taxes or fee imposed by this Article shall bear the burden of showing that the exclusion, exemption, restriction or limitation is applicable to their claim.

(e) Where, before the expiration of the time prescribed for the assessment of any license tax imposed pursuant to state law, both the Director and the taxpayer have consented in writing to its assessment after such time, the tax may be assessed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended by subsequent agreements in writing made before the expiration of the period previously agreed upon.

(f) Notwithstanding Va. Code § 58.1-3903, the Director shall assess the local license tax omitted because of fraud or failure to apply for a license for the current license year and the six preceding license years.

Section 4-17.1-7. – Late filing penalties.

(A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this Article will incur a penalty of ten percent (10%) of the taxes assessable on such personal property for which a return is required or Ten Dollars ($10.00), whichever is greater; provided, however, that the penalty will not, in any case, exceed the amount of the tax assessable. Said penalty will be added to the amount of taxes due. This penalty will not apply to any individual who has registered a motor vehicle, trailer, or semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia Code §§ 46.2-600 and 46.2-662, regardless of when the DMV forwards registration information to the Director of the Department of Tax Administration.

(B) The Director of the Department of Tax Administration may waive the penalty for failure to file a return if such failure was not the fault of the taxpayer or was the fault of the Director of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance will become effective on January 1, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
October 13, 2026

ACTION – 1

Approval of a Master Credit Agreement and Revolving Line of Credit

ISSUE:
Board approval of a resolution (Attachment 1) requesting the Fairfax County Economic Development Authority (FCEDA) to issue one or more Notes to Wells Fargo Bank, N.A., (the Bank) and authorizing the execution and delivery of a replacement Master Credit Agreement with the Bank to increase the County's revolving Line of Credit from $90,000,000 to an amount not to exceed $110,000,000, and approval of other actions associated with the Line of Credit.

RECOMMENDATION:
The County Executive recommends approval of a replacement Master Credit Agreement with the FCEDA and the Bank to provide an increase to the County's revolving Line of Credit from $90,000,000 to an amount not to exceed $110,000,000, and approval of other actions associated with the Line of Credit. The County Executive further recommends that the Board should take the following action:

> Approve the resolution authorizing the execution and delivery of a Master Credit Agreement with FCEDA and the Bank, providing a revolving Line of Credit of up to $110,000,000. This resolution delegates to the Chairman, the Vice Chairman, the County Executive, and the Chief Financial Officer authority to determine details and execute and deliver documents and agreements relating to this transaction. Bond Counsel has advised that this form of authorization is acceptable.

TIMING:
Board action is requested on October 13, 2026.

BACKGROUND:
In fall 2023, County staff initiated a competitive procurement through the Department of Procurement and Material Management (DPMM) via a Request for Proposal (RFP 2000003753) to provide the basis for the award of a revolving Line of Credit (LOC) in the amount of $90 million. The solicitation notice was sent to potential bidders in accordance with County policy. The County received three proposals, and the Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of

the final evaluation of the proposals, the SAC unanimously recommended the contract award to the Bank. The County Purchasing Agent concurred with the SAC's recommendation, and the Board of Supervisors subsequently approved a Master Credit agreement and Revolving LOC with Wells Fargo Municipal Capital Strategies, LLC, a wholly owned subsidiary of the Bank, in January 2024. The FCEDA also approved the LOC in January 2024, and the County closed on the $90 million LOC in February 2024. The term of the contract is for three years, with two additional one-year renewal options.

The LOC was established primarily to provide short-term financing for design and construction costs associated with the renovation and adaptive reuse of The Commons Mount Vernon, previously known as the Original Mount Vernon High School. The project includes the renovation of the historic former high school facility and associated site improvements to provide space for a variety of community uses, including educational and workforce development programs, early childhood education, arts, and recreational programs, life skills programming, and business incubation. As of September 16, 2026, the County has drawn approximately $58 million under the original $90 million LOC for The Commons Mount Vernon project.

<u>The Commons Mount Vernon – Project Cost Increase</u>
County staff identified additional funding needs of $5.5 million for the project, including the undergrounding of utilities along the Richmond Highway frontage and plaster repairs in several additional areas that were unforeseen and beyond the original project scope in order to comply with historic requirements.

The Development Conditions per the approved Special Exception Amendment require that overhead utilities located along The Commons Mount Vernon Richmond Highway frontage be relocated underground. The Department of Public Works and Environmental Services is coordinating with the Virginia Department of Transportation to underground the overhead utility lines as part of the utility relocation work for the Richmond Highway Widening Project.

The project scope includes restoration and repair of historic plaster wall finishes. While initial assessment indicated certain areas that required plaster renovation, additional areas were identified during selective demolition and construction, which has increased the scope of the restoration and repair of plaster.

County staff recommend addressing these additional project costs through an increase to the County's existing LOC. Utilizing the LOC maintains the current financing structure while preserving General Fund Carryover funds for other County priorities. Staff recommend increasing the LOC from $90 million to $110 million. In addition to covering the $5.5 million in known overages, expanding the line to $110 million establishes a contingency of $14.5 million. This provides the project team with flexibility

to absorb any additional unanticipated costs prior to substantial completion, anticipated in Spring 2027, without requiring subsequent Board actions.

New Master Credit Agreement

County staff consulted with Wells Fargo regarding the proposed modification to increase the LOC commitment amount and extend the LOC expiration date by one additional year to February 11, 2028, and the lender confirmed its willingness to accommodate the expansion. In connection with the proposed increase in the LOC, the County, FCEDA, and the Bank will enter into a new Master Credit Agreement reflecting the increased authorization of $110 million. The new agreement will replace the existing Master Agreement and the FCEDA will enter into the new Master Credit Agreement with the Bank, rather than its subsidiary, as the lender, to better align the lending entity with the taxable nature of the LOC draws.

Rate Calculation

The interest rate on draws under the LOC varies based on the Secured Overnight Financing Rate, which is a commonly utilized benchmark interest rate for short-term financing. In FY 2008, the BOS amended the *Ten Principles of Sound Financial Management* to address changing economic conditions and authorized the use of variable rate debt. A LOC is a financing vehicle that is quite frequently used for short-term or interim debt financing and has an interest rate that resets periodically. To date, draws under the LOC and the associated interest payments have been included as part of the County's debt ratios, and payments associated with future draws will continue to be included.

All draws under the LOC have been made on a taxable basis to date (and expect to remain taxable) to preserve site and tenant flexibility. As part of the discussion with the Bank, the Bank lowered the County's taxable borrowing spreads under the LOC by 10 basis points (0.10%), providing the County with a more favorable formula for its taxable borrowing rates.

Historic Tax Credits

In November 2019, the BOS approved multiple actions necessary to syndicate Virginia Historic Rehabilitation Tax Credits (VHRTCs) for the renovation of The Commons Mount Vernon. The County also set up a limited liability company through the Fairfax County Redevelopment and Housing Authority to access the VHRTCs.

The County continues to coordinate with its financial advisor and consultants to submit ongoing construction documentation to the Virginia Department of Historic Resources (VDHR) for qualified rehabilitation expenditures (QREs). VDHR review of QREs can result in revenues from the sale of VHRTCs and ultimately provide a return of equity to the County. The LOC will continue to serve as the short-term financing mechanism through substantial completion, anticipated for Spring 2027, and final project

reconciliation with VDHR, which could extend for several more months. This extended timeframe ensures that all QREs are submitted to VDHR. Conservative revenue estimates assume a receipt of $8 million that will ultimately net down the total cost of this project.

Short-Term to Long-Term Financing Conversion
Following final project reconciliation and determination of the balance on the LOC, County staff will return to the Board of Supervisors and FCEDA with an Action Item, including all necessary bond documents, to convert the remaining balance to long-term, fixed-rate financing. This financing approach would mirror the structure used previously to finance the County's Public Safety Headquarters and the Sharon Bulova Center for Community Health. The associated debt service expenses, reflecting both principal and interest, are currently forecasted in the County's future operating budgets and debt ratios in the Capital Improvement Program.

The Fairfax County Department of Tax Administration has verified that the Bank possesses the appropriate Fairfax County Business, Professional & Occupational License.

EQUITY IMPACT:
The LOC will be utilized in conformance with the County's Adopted Budget or Capital Improvement Plan, including construction invoices associated with The Commons Mount Vernon as outlined previously and any other BOS action approving such use. The Commons Mount Vernon will build communities of opportunity, create career pathways, connect different generations, and better integrate residents into the economy. The renovated high school will be suitable for educational, childcare and childhood education programs; art, recreational, and life skill training programs; and innovation and business incubation spaces. The area anticipated to be served by the proposed community center encompasses the Mount Vernon Magisterial District and borders the Franconia District.

FISCAL IMPACT:
This project is budgeted in Fund 81400, FCRHA Asset Management. Under the existing agreement, the County pays an unused line fee of 17 basis points (0.17 percent) annually on undrawn Line of Credit (LOC) balances. Based on the proposed $110 million limit, and the County's current draws totaling $58 million, the unutilized portion of the LOC is currently $52 million. If the County does not initiate any further draws under the LOC, the maximum annual undrawn fee would be $88,400. The active borrowing rate on drawn balances under the LOC has fluctuated between four and six percent, with draws occurring periodically to match the timing and amount of construction invoices for The Commons Mount Vernon.

The ongoing short-term financing costs, as well as the future long-term, fixed-rate debt service, are and will be paid out of Fund 20000, Consolidated County and Schools Debt Service, subject to annual appropriation by the Board of Supervisors. These costs are also included in the County's long-term debt ratio projections in the FY 2027–FY 2031 Adopted Capital Improvement Plan (With Future Fiscal Years to 2036).

ENCLOSED DOCUMENTS:
Attachment 1 – County Resolution
Attachment 2 – FCEDA Resolution
Attachment 3 – Master Credit Agreement

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Lee Ann Pender, Director, Department of Procurement and Material Management
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Tiya Raju, Deputy Director, DPWES
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:
Emily Harwood Smith, Assistant County Attorney

Attachment 1

County Resolution

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER CREDIT AGREEMENT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA) AND A LINE OF CREDIT BANK TO PROVIDE A REVOLVING LINE OF CREDIT THEREUNDER TO A PRINCIPAL AMOUNT UP TO $110,000,000 AND REQUESTING THE ISSUANCE BY EDA OF NOTES PURSUANT TO THE MASTER CREDIT AGREEMENT, ALL FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF PLANNING, DEVELOPING, ACQUIRING, CONSTRUCTING, IMPROVING, RENOVATING, AND EQUIPPING FACILITIES FOR THE BENEFIT OF THE COUNTY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF PAYMENT AGREEMENTS RELATING TO PROJECTS AND THE PAYMENT OF AMOUNTS OWED UNDER THE MASTER CREDIT AGREEMENT; APPROVING THE FORM OF NOTES TO BE ISSUED BY EDA; AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTIONS

WHEREAS, Fairfax County, Virginia (the "County"), on behalf of itself and the Fairfax County Economic Development Authority ("EDA"), has heretofore obtained a revolving line of credit in an aggregate principal amount of $90,000,000 to provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating, and equipping facilities (the "Projects") for the benefit of the County from Wells Fargo Municipal Capital Strategies, LLC (the "Existing Line of Credit Bank"), a Delaware limited liability company and a wholly-owned subsidiary of Wells Fargo Bank, National Association; and

WHEREAS, EDA, the County and the Existing Line of Credit Bank entered into a Master Credit Agreement, dated as of February 14, 2024, as amended by the First Amendment to Master Credit Agreement, dated May 15, 2024 (as so amended, the "Existing Master Credit Agreement"), pursuant to which the Existing Line of Credit Bank provides a line of credit to EDA for the benefit of the County (the "Existing Line of Credit") and makes advances under the Existing Line of Credit ("Advances") to the County, all for purposes of providing interim financing for the Projects; and

WHEREAS, the County wishes to replace the Existing Master Credit Agreement with a new line of credit issued by the Existing Line of Credit Bank's parent, Wells Fargo Bank, National Association (the "Line of Credit Bank"), with an increase in the aggregate principal amount to $110,000,000 (the Existing Line of Credit, as so replaced, the "Line of Credit"), and there has been presented to the Board of Supervisors of Fairfax County, Virginia (the "Board of Supervisors"), a proposed form of a Master Credit Agreement that would replace the Existing Master Credit Agreement and provide such increase (the Existing Master Credit Agreement, as so replaced, the "Master Credit Agreement"); and

WHEREAS, EDA proposes to issue one or more notes (each, a "Note"), the proposed forms of which are attached to the form of Master Credit Agreement presented to the Board of

Supervisors, to the Line of Credit Bank to evidence EDA's obligation to make principal and interest payments on outstanding amounts owed under the Line of Credit; and

WHEREAS, the County or related County entities may, from time to time, enter into payment agreements (each, a "Payment Agreement") by the terms of which the County or County-related entities agree to make payments in sufficient amounts for the timely payment of interest and principal of any Advances made under the Line of Credit that financed a Project; and

WHEREAS, the Board of Supervisors has duly reviewed and considered the forms of the Master Credit Agreement and the Notes and has determined each to be in acceptable form; and

WHEREAS, the Board of Supervisors requests notification by County officials of each Project that is proposed to be financed by Advances under the Line of Credit; and

WHEREAS, the Board has determined that it is necessary to delegate to appropriate County officials authority to approve the execution of the Master Credit Agreement, the issuance of the Notes, the details of the transaction and the details and execution of any related Payment Agreements, but subject to the guidelines and standards established hereby;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, as follows:

SECTION 1. EDA is hereby requested to issue one or more Notes to the Line of Credit Bank in order to induce the Line of Credit Bank to provide the Line of Credit to finance the Projects.

SECTION 2. The form of the Notes presented to this meeting as Exhibit C to the Master Credit Agreement is approved.

SECTION 3. The form of the Master Credit Agreement presented to this meeting is approved, and the Chairman or Vice Chairman of the Board or the County Executive or the Chief Financial Officer of the County (each a "Delegate"), as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, the Master Credit Agreement, in substantially such form, with such additions, deletions and modifications as shall be approved by the Delegate executing the Amendment, such execution being conclusive evidence of such approval.

SECTION 4. The Board of Supervisors hereby covenants for the benefit of EDA, with respect to any County fiscal year in which principal and interest payments on any Advances made pursuant to the Line of Credit are to be made, that it will cause the County Executive to include in the annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, for the County to contribute to EDA amounts sufficient to pay timely the principal and interest payments under the Line of Credit.

SECTION 5. The Board of Supervisors hereby approves the use of Payment Agreements pursuant to which the County or County-related entities will make principal and interest payments on Advances made under the Line of Credit made for Projects, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County's seal (or reproduce a facsimile thereof) upon, each Payment Agreement in such form as shall be approved by the

Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

SECTION 6. The execution and delivery by any Delegate of the Master Credit Agreement, any Payment Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate's approval, on behalf of the County, of the changes, if any, in the form and content of the Master Credit Agreement and any Payment Agreement.

SECTION 7. The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Master Credit Agreement, each Note and any Payment Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Master Credit Agreement, each Note and any Payment Agreement and also to do all acts and things necessary or desirable to carry out the provisions of this Resolution.

SECTION 8. The Delegates are directed to notify the Board of Supervisors of any Projects proposed to be financed by Advances received under the Line of Credit.

SECTION 9. Each of the Delegates is authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 10. All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 11. Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

(Seal) **A Copy Teste:**

_____
Clerk for the Board of Supervisors

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER CREDIT AGREEMENT WITH FAIRFAX COUNTY AND A LINE OF CREDIT BANK TO PROVIDE A REVOLVING LINE OF CREDIT THEREUNDER TO A PRINCIPAL AMOUNT UP TO $110,000,000 AND APPROVING THE ISSUANCE BY FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY OF NOTES PURSUANT TO THE MASTER CREDIT AGREEMENT; ALL FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF PLANNING, DEVELOPING, ACQUIRING, CONSTRUCTING, IMPROVING, RENOVATING, AND EQUIPPING FACILITIES FOR THE BENEFIT OF FAIRFAX COUNTY; AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTION AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, Fairfax County, Virginia (the "County"), on behalf of itself and the Fairfax County Economic Development Authority ("EDA"), has heretofore obtained a revolving line of credit in an aggregate principal amount of $90,000,000 to provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating, and equipping facilities (the "Projects") for the benefit of the County from Wells Fargo Municipal Capital Strategies, LLC (the "Existing Line of Credit Bank"), a Delaware limited liability company and a wholly-owned subsidiary of Wells Fargo Bank, National Association; and

WHEREAS, EDA, the County and the Existing Line of Credit Bank entered into the Master Credit Agreement, dated as of February 14, 2024, as amended by the First Amendment to Master Credit Agreement, dated May 15, 2024 (as so amended, the "Existing Master Credit Agreement"), pursuant to which the Existing Line of Credit Bank provides a line of credit to EDA for the benefit of the County (the "Existing Line of Credit") and makes advances under the Existing Line of Credit to the County all for purposes of providing interim financing for the Projects; and

WHEREAS, the EDA anticipates that the County will request EDA to consider this Resolution to replace the Existing Master Credit Agreement with a new line of credit issued by the Existing Line of Credit Bank's parent, Wells Fargo Bank, National Association (the "Line of Credit Bank"), with an increase in the aggregate principal amount to $110,000,000 (the Existing Line of Credit, as so replaced, the "Line of Credit"), and there has been presented to the Board of Supervisors of Fairfax County, Virginia (the "Board of Supervisors"), a proposed form of a Master Credit Agreement that would replace the Existing Master Credit Agreement and provide such increase (the Existing Master Credit Agreement, as so replaced, the "Master Credit Agreement"); and; and

WHEREAS, EDA has determined to issue one or more notes (each, a "Note") to the Line of Credit Bank to evidence EDA's obligation to make principal and interest payments on outstanding amounts owed under the Line of Credit; and

WHEREAS, EDA has duly reviewed and considered the forms of the Master Credit Agreement and the Notes (attached as Exhibit C to the Master Credit Agreement) and has determined that each is in acceptable form; and

WHEREAS, EDA has found and determined that the Master Credit Agreement and issuance of the Notes on the terms contemplated by the Master Credit Agreement and hereby are in conformity with the purposes of EDA set forth in its enabling act and are in the public interest and otherwise beneficial to the County;

NOW, THEREFORE, BE IT RESOLVED by the Fairfax County Economic Development Authority as follows:

SECTION 1. The form of the Master Credit Agreement, providing for the receipt of Advances (as defined in the Master Credit Agreement) under the Line of Credit for purposes of financing and refinancing the Projects and the repayment of such Advances, presented to this meeting is approved, and the Chairman, the Vice Chairman, the Secretary, the Assistant Secretary, the President or the Treasurer of EDA are authorized and directed to execute and deliver, in the name and on behalf of the EDA, the Master Credit Agreement in such form and containing substantially the same terms and provisions, with such additions and modifications as shall be approved by the officers executing the Master Credit Agreement, the execution thereof by such officers being conclusive evidence of such approval.

SECTION 2. There are hereby authorized to be issued one or more Notes in the form as presented to this meeting. Each Note shall be dated and issued on such date, and shall mature on such date or dates, shall bear interest at such rate or rates, payable on such dates and shall have such other details all as shall be specified in the Master Credit Agreement, executed and delivered as herein authorized.

SECTION 3. Each Note shall be executed by the Chairman, the Vice Chairman, the Secretary, the Assistant Secretary, the President or the Treasurer of EDA, under seal, in the manner set forth in the Master Credit Agreement, and delivered to delivered to and for the account of the Line of Credit Bank, with such additions and modifications as shall be approved by the officers executing such Note, the execution thereof by such officers being conclusive evidence of such approval.

SECTION 4. The execution and delivery by the officers of EDA of the Master Credit Agreement, each Note and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof.

SECTION 5. The members, officers and employees of EDA are hereby authorized and directed to do all acts and things, including without limitation the, execution and delivery of such agreements, documents, certificates and closing papers on behalf of EDA required of them by the provisions of each Note and the Master Credit Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of each Note and the Master Credit Agreement and, also, to do all acts and things necessary or desirable to carry out the provisions of this Resolution.

SECTION 6. All actions taken by EDA and the members, officers, and employees of the EDA in connection with the authorization, execution and delivery of each Note and the Master

Credit Agreement and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by EDA and delivered in connection with such authorization, execution and delivery are hereby ratified and confirmed.

SECTION 7. Any and all resolutions of EDA or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

Adopted October _, 2026.
(Seal) **A Copy Teste:**

_____
Secretary

Attachment 3

MASTER CREDIT AGREEMENT

Dated as of **[October __, 2026]**

among

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

FAIRFAX COUNTY, VIRGINIA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

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This MASTER CREDIT AGREEMENT (this "Agreement"), dated as of **[October __, 2026]**, is among, the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Suite 450, Tysons, Virginia ("FCEDA"), FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the "County"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank").

RECITALS

WHEREAS, the County wishes FCEDA to borrow from the Bank certain sums hereunder, and the Bank is willing, upon the terms and conditions set forth below, to lend such sums to FCEDA to provide interim financing or refinancing for the costs of planning, developing, acquiring, constructing, improving, renovating and equipping facilities described in the County's Capital Improvement Program or similar projects not described in the County's Capital Improvement Program but which may be subsequently approved by the Board of Supervisors of Fairfax County (the "Board of Supervisors"), the County's governing body, for public purposes consistent with the above description (the "Projects") for the benefit of the County or its Subdivisions (as hereinafter defined); and

WHEREAS, to provide a source of funds to finance portions of the Projects when funds are required, FCEDA and the County have requested the Bank to provide a revolving line of credit in an aggregate principal amount up to $110,000,000; and

WHEREAS, to induce the Bank to enter into this Agreement and make Advances (as hereinafter defined) hereunder, the County has agreed (a) to request FCEDA to execute and deliver to the Bank, prior to any Advance, one or more promissory Notes (as hereinafter defined) and any related agreements, undertakings, instruments and documents to provide for the repayment to the Bank of (i) any Advances hereunder, (ii) any other payment made hereunder and (iii) any other fees and expenses of the Bank in connection with this Agreement and (b) to execute and deliver any applicable Payment Agreement (hereinafter defined) to the Bank; and

WHEREAS, the County plans, but is not obligated under the terms of this Agreement, to make all principal payments on an Advance made for purposes of financing a Project (an "Original Advance") or on any applicable Advances that refinanced an Original Advance, from proceeds of permanent financings or other sources in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank is willing to provide a line of credit to FCEDA for the benefit of the County upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce the Bank to enter into this Agreement and make Advances to FCEDA for the benefit of the County hereunder, FCEDA, the County and the Bank hereby agree as follows:

SECTION I
DEFINITIONS

1.1 Definitions. In addition to the defined terms set forth in the Recitals, as used in this Agreement, the following terms as used in this Agreement have the following meanings:

"Accrual Period" means, initially, the period from and including the Closing Date to, but not including, **[March 15, 2027]**, and, thereafter, each period (i) from and including March 15 to, but not including, September 15, and (ii) from and including September 15 to, but not including, March 15.

"Advance" has the meaning set forth in Section 2.1(a) hereof.

"Advance Notice" means an irrevocable written notice, substantially in the form of Exhibit A, given by the County, pursuant to Section 2.1(c) of this Agreement.

"Agreement" means this Master Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (b) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the County is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which the County is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Factor" means 80%.

"Approving Opinion" means, with respect to any action or matter that may affect a Tax-Exempt Advance, an opinion delivered by bond counsel to the effect that such action (a) is permitted by this Agreement and any applicable Payment Agreement and (b) will not, in and of itself, result in the inclusion of interest on any Tax-Exempt Advance in gross income of the Bank for purposes of federal income taxation.

"Available Commitment" as of any day means the Commitment less the outstanding aggregate principal amount of any Advances.

"Available Tenor" means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, but not limited to, any tenor for such Benchmark that is then removed from the definition of "Interest Period" pursuant to the provisions of this Agreement.

"Bank" has the meaning set forth in the recitals hereof.

"Benchmark" means, initially, Daily Simple SOFR or the Term SOFR Reference Rate, as applicable; provided, however, that if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR, the Term SOFR Reference Rate or the applicable then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Agreement.

"Benchmark Administrator" means, with respect to any then-current Benchmark, initially, the SOFR Administrator or the Term SOFR Administrator, as applicable, or any successor administrator of such Benchmark or any insolvency or resolution official with authority over such administrator.

"Benchmark Floor" means a rate of interest equal to zero percent (0.0%).

"Benchmark Replacement" means the sum of: (a) the alternate reference rate that has been selected by the Bank as the replacement for the applicable then-current Benchmark; and (b) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank, in each case, giving due consideration to (i) any selection or recommendation by the Relevant Governmental Body at such time for a replacement reference rate, the mechanism for determining such a rate, the methodology or conventions applicable to such alternate reference rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (ii) any evolving or then-prevailing market convention for determining an alternate reference rate as a replacement to the applicable then-current Benchmark, the methodology or conventions applicable to such alternative rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate for U.S. dollar-denominated syndicated or bilateral credit facilities; provided, however, that if the applicable Benchmark Replacement as determined as provided above would be less than the Benchmark Floor, then the applicable Benchmark Replacement shall be deemed to be the Benchmark Floor for the purposes of this Agreement and any Payment Agreement, subject to any other applicable floor rate provision.

"Benchmark Replacement Date" means the date specified by the Bank in a notice to the County following a Benchmark Transition Event.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to any then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (a) the Benchmark Administrator has ceased or will cease to provide such Benchmark, or, if such Benchmark is a term rate, all Available Tenors of such Benchmark cease to be provided, permanently or indefinitely, or (b) such Benchmark is, or, if such Benchmark is a term rate, all Available Tenors of such Benchmark are, not, or as of a specified future date will not be, representative of underlying markets or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

"Board of Supervisors" has the meaning set forth in the recitals hereof.

"Business Day" means (a) any day except a Saturday, Sunday or any other day on which commercial banks located in New York, New York, or the Commonwealth of Virginia are authorized or required by law to close and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Advances, any day that is a Business Day described in clause (a) and that is also a Federal Reserve Business Day.

"Closing Date" means **[October __, 2026]**.

"Code" means the United States Internal Revenue Code of 1986, as the same may be amended from time to time, and the regulations and published interpretations thereof.

"Commitment" means initially $110,000,000.00, as such amount may be reduced pursuant to Sections 2.4 and 6.3 hereof.

"Commitment Period" means the period commencing on the Closing Date and ending on the Termination Date.

"Commonwealth" means the Commonwealth of Virginia.

"Conforming Changes" means any technical, administrative or operational changes (including, without limitation, changes to the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition, the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of a Benchmark Replacement or to permit the use and administration of Term SOFR or a Benchmark Replacement by the Bank.

"County" has the meaning set forth in the recitals hereof.

"County MTA Rating" means the long-term unenhanced rating assigned by Moody's, Fitch or S&P to obligations or indebtedness issued under that certain Master Trust Agreement dated January 1, 2005, between FCEDA and U.S. Bank Trust Company, National Association, as successor trustee, as the same may be amended, modified or supplemented from time to time.

"County Representative" means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Bank, which certificate must contain the specimen signature(s) of such person(s) and must be signed on behalf of the County by an authorized officer of the County.

"Daily Simple SOFR" means, with respect to any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day, the "SOFR Determination Day") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; provided, however, that if Daily Simple SOFR determined as provided above would be less than the Benchmark Floor, then Daily Simple SOFR shall be deemed to be the Benchmark Floor. If by 5:00 p.m. (New York City time) on the

second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"Default" means any event, condition or occurrence which with notice or the lapse of time, or both, would constitute an Event of Default hereunder.

"Default Rate" means for any day, a fluctuation rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus 4.00%, (ii) the Federal Funds Rate in effect at such time plus 5.00%, and (iii) 10.00%.

"Event of Default" means any of the events specified in Section 6.1 of this Agreement, provided, however, that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Event of Taxability" means (i) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance or (ii) the taking of any action by FCEDA or the County, or the failure to take any action by FCEDA or the County, or the making by FCEDA or the County of any misrepresentation in this Agreement or any tax certificate required to be given in connection with the issuance, sale or delivery of the Tax-Exempt Note, any of which has the effect of causing interest paid or payable on the Tax-Exempt Note to become includable, as a whole or in part, in the gross income of the registered owner or any prior registered owner for federal income tax purposes.

"FCEDA" has the meaning set forth in the recitals hereof.

"FCEDA Representative" means each of the persons at the time designated to act on behalf of FCEDA in a written certificate furnished to the Bank, which certificate must contain the specimen signature(s) of such person(s) and must be signed on behalf of FCEDA by an authorized officer of FCEDA.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one hundredth of one percent) charged to the Bank, on such day on such transactions as determined by the Bank.

"Federal Reserve Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"Fitch" means Fitch Ratings, Inc., and its successors and assigns.

"Governmental Authority" means the federal government of the United States of America, and any government, or state, or any political subdivision thereof, or any court, entity or agency exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Interest Payment Date" means each April 1 and October 1, commencing **[April 1, 2027]**, until the Termination Date.

"Interest Period" means a period commencing on the Federal Reserve Business Day of an Advance and ending on the numerically corresponding day in the calendar month that is one (1) month thereafter, as designated by the County from time to time, during which all or a portion of the outstanding principal balance of the Advances bear interest determined in relation to Term SOFR with the understanding, that (a) in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the immediately preceding Interest Period expires and shall end on the numerically corresponding day in the calendar month that is one (1) month thereafter, (b) no Interest Period may be selected for a principal amount less than One Hundred Thousand Dollars ($100,000), (c) if any Interest Period would otherwise expire on a day that is not a Federal Reserve Business Day, such Interest Period shall expire on the next succeeding Federal Reserve Business Day; provided that if any Interest Period would otherwise expire on a day that is not a Federal Reserve Business Day but is a day of the calendar month after which no further Federal Reserve Business Day occurs in such calendar month, such Interest Period shall expire on the immediately preceding Federal Reserve Business Day, (d) no Interest Period shall extend beyond the Termination Date, (e) any Interest Period that commences on the last Federal Reserve Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the next succeeding calendar month) shall end on the last Federal Reserve Business Day of the last calendar month of such Interest Period, and (f) no tenor that has been removed from this definition pursuant to the terms of this Agreement shall be available for designation by the County.

"Material Adverse Effect" means any material and adverse effect on the ability of FCEDA or the County to perform their respective obligations under this Agreement or any Payment Agreement.

"Maximum Federal Corporate Tax Rate" means, on any given day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Internal Revenue Code, as in effect from time to time (or, if as a result of a change in the Internal Revenue Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation that applies to the Bank). As of the Closing Date, the Maximum Federal Corporate Tax Rate is 21%.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns.

"Note" means the promissory note or notes (including the Taxable Note and the Tax-Exempt Note) evidencing Advances made by the Bank to FCEDA for the benefit of the County under the Commitment, substantially in the form of Exhibit C attached hereto.

"Notice of Account Designation" has the meaning assigned thereto in Section 2.7(b).

"Notice of Conversion/Continuation" has the meaning assigned thereto in Section 2.6.

"Notice of Prepayment" has the meaning assigned thereto in Section 2.3(c).

"Obligations" means all obligations and all liabilities of FCEDA or the County for the account of FCEDA under this Agreement, including, but not limited to, their respective obligations to make all payments required by Sections 2.2 and 2.3 of this Agreement.

"Payment Agreement" means a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County, or a related County entity or authority, will be absolutely and unconditionally obligated to make payments on such dates and in such amounts as shall be sufficient to make timely payment of all amounts that may become due and payable on any Advances, subject only to the appropriation by the Board of Supervisors of the County of funds for the purpose of the entity or authority making such payments.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Prime Rate" means, on any day, the rate of interest per annum then most recently established by the Bank, as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank, to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank, may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Projects" has the meaning set forth in the Recitals.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible upon which a Project is financed through Advances.

"Rate Adjustment Event" means the occurrence, after the date hereof, of (a) a final ruling or judgment entered by a state or federal court of competent jurisdiction or (b) an official and final

action taken or announced by the Internal Revenue Service or by a federal or state official, in each case determining that an Event of Taxability has occurred; provided, however, that no such ruling or judgment or official action of the Internal Revenue Service or by a federal or state official will be considered final for this purpose unless FCEDA, the County or the holder of the Tax-Exempt Note has been given written notice and, if it is so desired and is legally allowed, FCEDA, the County and the holder of the Tax-Exempt Note, as applicable, have been afforded the opportunity to contest the same, and until the conclusion of any appellate review, if sought.

"Rating Agency" means Moody's, S&P, or Fitch.

"Reimbursement Obligations" means all obligations and liabilities of FCEDA or the County for the account of FCEDA to the Bank, whether direct or indirect absolute or contingent, due or to become due, or now existing or hereafter incurred, that may arise under, out of, or in connection with this Agreement or any Payment Agreement or any other document executed and delivered in connection therewith or herewith.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System, or the Federal Reserve Bank of New York, as applicable, or any successor thereto.

"Requirement of Law" means, as to any Person, any law, rule, treaty, regulation or determination of an arbitrator or court, or other Governmental Authority, in each case applicable to or binding upon such Person, any operation or conduct by or on behalf of such Person or any of its Property or assets or to which any such Person or any of its Property or assets may be bound or affected.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and its successors and assigns.

"Sanction" or "Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the County.

"Sanctioned Target" means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

"Scheduled Termination Date" means February 11, 2028.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Special Events of Default" means the Events of Default described in Section 6.1(a)(i) and 6.1(h).

"Subdivision" means authorities, systems and other political subdivisions that provide services to County residents and have financial affiliations with the County.

"Suspension Event" means the occurrence of an event that causes the suspension of the obligation of the Bank hereunder pursuant to Section 6.3(c) hereof.

"Tax-Exempt Advance" means an Advance identified in an Advance Notice as a "Tax-Exempt Advance" and used to finance a Tax-Exempt Project.

"Tax-Exempt Applicable Spread" means, initially, 45 basis points (0.45%) with respect to any Tax-Exempt Advance bearing interest at the Tax-Exempt Daily Simple SOFR Rate and 55 basis points (0.55%) with respect to any Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate, which in each case is subject to maintenance of the current County MTA Rating. In the event of a change in the County MTA Rating, the Tax-Exempt Applicable Spread shall be increased by the number of basis points set forth in the Level associated with the lowest County MTA Rating as set forth in the schedule below:

	County MTA Rating			**Increase to Applicable Spread**
	Moody's	**S&P**	**Fitch**	
Level I	Aa1 or above	AA+ or above	AA+ or above	+ 0 bps (0.00%)
Level II	Aa2	AA	AA	+ 0 bps (0.00%)
Level III	Aa3	AA-	AA-	+ 15 bps (0.15%)
Level IV	A1	A+	A+	+ 15 bps (0.15%)
Level V	A2	A	A	+ 15 bps (0.15%)
Level VI	A3	A-	A-	+ 15 bps (0.15%)
Level VII	Baa1	BBB+	BBB+	+ 25 bps (0.25%)
Level VIII	Baa2	BBB	BBB	+ 35 bps (0.35%)
Level IX	Baa3	BBB-	BBB-	+ 50 bps (0.50%)

Any change in the Tax-Exempt Applicable Spread resulting from a change in the County MTA Rating shall be and become effective as of and on the date of the announcement of the change in the County MTA Rating. References to the County MTA Rating above are references to rating categories as determined and in effect on the Closing Date by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the County MTA Rating in connection with the adoption of a "global" rating scale, each County MTA Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. All of the foregoing pricing increases shall be cumulative. The County acknowledges that as of the Closing Date the Tax-Exempt Applicable Spread is that specified above for Level I.

"Tax-Exempt Daily Simple SOFR Rate" means a per annum rate of interest equal to the sum of (a) the product of (i) Daily Simple SOFR multiplied by (ii) the Applicable Factor plus (b) the Tax-Exempt Applicable Spread.

"Tax-Exempt Note" has the meaning set forth in Section 2.1(b)(ii).

"Tax-Exempt Project" means a Project that is financed with a Tax-Exempt Advance that accrues interest at either the Tax-Exempt Daily Simple SOFR Rate or the Tax-Exempt Term SOFR Rate.

"Tax-Exempt Term SOFR Rate" means a per annum rate of interest equal to the sum of (a) the product of (i) Term SOFR in effect on the first day of the applicable Interest Period multiplied by (ii) the Applicable Factor plus (b) the Tax-Exempt Applicable Spread.

"Taxable Advance" means an Advance identified in an Advance Notice as a "Taxable Advance" and used to finance a Taxable Project.

"Taxable Applicable Spread" means, initially, 60 basis points (0.60%) with respect to any Taxable Advance bearing interest at the Taxable Daily Simple SOFR Rate and 75 basis points (0.75%) with respect to any Taxable Advance bearing interest at the Taxable Term SOFR Rate, which in each case is subject to maintenance of the current County MTA Rating. In the event of a change in the County MTA Rating, the Taxable Applicable Spread shall be increased by the number of basis points set forth in the Level associated with the lowest County MTA Rating as set forth in the schedule below:

	County MTA Rating			Increase to Applicable Spread
	Moody's	**S&P**	**Fitch**	
Level I	Aa1 or above	AA+ or above	AA+ or above	+ 0 bps (0.00%)
Level II	Aa2	AA	AA	+ 0 bps (0.00%)
Level III	Aa3	AA-	AA-	+ 15 bps (0.15%)
Level IV	A1	A+	A+	+ 15 bps (0.15%)
Level V	A2	A	A	+ 15 bps (0.15%)
Level VI	A3	A-	A-	+ 15 bps (0.15%)
Level VII	Baa1	BBB+	BBB+	+ 25 bps (0.25%)
Level VIII	Baa2	BBB	BBB	+ 35 bps (0.35%)
Level IX	Baa3	BBB-	BBB-	+ 50 bps (0.50%)

Any change in the Taxable Applicable Spread resulting from a change in the County MTA Rating shall be and become effective as of and on the date of the announcement of the change in the County MTA Rating. References to the County MTA Rating above are references to rating categories as determined and in effect on the Closing Date by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the County MTA Rating in connection with the adoption of a "global" rating scale, each County MTA Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. All of the foregoing pricing increases shall be cumulative. The County acknowledges that as of the Closing Date the Taxable Applicable Spread is that specified above for Level I.

"Taxable Daily Simple SOFR Rate" means a per annum rate of interest equal to the sum of (a) Daily Simple SOFR plus (b) the Taxable Applicable Spread.

"Taxable Gross-up Rate" means, for any date of determination, the product of (a) the interest rate on the applicable Tax-Exempt Advance (and the Tax-Exempt Note) during such period, and (b) the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect on the date of calculation.

"Taxable Note" has the meaning set forth in Section 2.1(b)(i).

"Taxable Term SOFR Rate" means a per annum rate of interest equal to the sum of (a) Term SOFR in effect on the first day of the applicable Interest Period plus (b) the Taxable Applicable Spread.

"Taxable Project" means a Project that is financed with a Taxable Advance that accrues interest at either the Taxable Daily Simple SOFR Rate or the Taxable Term SOFR Rate.

"Term SOFR" means the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Term SOFR Determination Day") that is five (5) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that (x) if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day and (y) if Term SOFR determined as provided above (including pursuant to clause (x) of this proviso) shall ever be less than the Benchmark Floor, then Term SOFR shall be deemed to be the Benchmark Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Date" means the date which is the earliest of (i) 5:00 p.m. (New York City time) on the Scheduled Termination Date, (ii) the date on which the Commitment shall have been reduced to zero (whether by termination by FCEDA, the County or otherwise) and is not subject to reinstatement upon repayment of Advances and (iii) the date the Commitment is terminated pursuant to Section 6.3 hereof.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday, or (c) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Unused Commitment Fee" has the meaning set forth in Section 2.5(a).

"Unused Commitment Fee Rate" means, initially, 17 basis points (0.17%), subject to maintenance of the current County MTA Rating. In the event of a change in the County MTA Rating, the Unused Commitment Fee Rate shall be increased by the number of basis points set forth in the Level associated with the lowest County MTA Rating as set forth in the schedule below:

County MTA Rating				Increase to Unused Commitment Fee Rate
	Moody's	**S&P**	**Fitch**	
Level I	Aa1 or above	AA+ or above	AA+ or above	+ 0 bps (0.00%)
Level II	Aa2	AA	AA	+ 0 bps (0.00%)
Level III	Aa3	AA-	AA-	+ 5 bps (0.05%)
Level IV	A1	A+	A+	+ 5 bps (0.05%)
Level V	A2	A	A	+ 5 bps (0.05%)
Level VI	A3	A-	A-	+ 5 bps (0.05%)
Level VII	Baa1	BBB+	BBB+	+ 15 bps (0.15%)
Level VIII	Baa2	BBB	BBB	+ 25 bps (0.25%)
Level IX	Baa3	BBB-	BBB-	+ 35 bps (0.35%)

Any change in the Unused Commitment Fee Rate resulting from a change in the County MTA Rating shall be and become effective as of and on the date of the announcement of the change in the County MTA Rating. References to the County MTA Rating above are references to rating categories as determined and in effect on the Closing Date by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the County MTA Rating in connection with the adoption of a "global" rating scale, each County MTA Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. All of the foregoing pricing increases shall be cumulative. Upon the occurrence and during the continuance of an Event of Default, the Unused Commitment Fee Rate shall increase to the Unused Commitment Fee Rate that would apply if the County MTA Rating was "Baa3," "BBB-" or "BBB-" plus one hundred basis points (1.00%). The County acknowledges that as of the Closing Date the Unused Commitment Fee Rate is that specified above for Level I.

1.2 Other Definitions.

(a) All terms used in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(b) All accounting terms not specifically defined in this Agreement will be construed, and all calculations with respect to accounting or financial matters will be computed, in accordance with Generally Accepted Accounting Practices (GAAP) applied in a manner consistent with the

application of the principles in the preparation of the financial statements of the County required hereunder.

(c) In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

(d) In this Agreement, the terms "know," "to the knowledge of" or words of similar import shall mean (i) in the case of the County, the Fairfax County Attorney and the Chief Financial Officer of the County, and (ii) in the case of FCEDA, the Executive Director of FCEDA.

(e) The following rules apply to the construction of this Agreement unless the context requires otherwise: (1) the singular includes the plural and the plural, the singular; (2) words importing any gender include the other genders; (3) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made; (4) references to "writing" include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (5) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation;" (6) references to agreements and other contractual instruments are deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (7) references to Persons include their respective permitted successors and assigns; and (8) headings and captions herein are solely for the convenience of reference and shall not constitute a part of this Agreement nor will they affect its meaning, construction or effect.

All times given herein refer to New York City time, unless otherwise specified.

SECTION II
AMOUNT AND TERMS OF ADVANCES; INTEREST; REPAYMENTS AND FEES

2.1 The Advances.

(a) *Extension of Credit*. The Bank agrees on the terms and conditions set forth in this Agreement, to provide money available under the Commitment (an "Advance") to the County from time to time, during the Commitment Period; provided that in no event will the aggregate principal amount of Advances to be made by the Bank on any date exceed the Available Commitment as of such date. Advances may be either Tax-Exempt Advances or Taxable Advances. Each Advance shall constitute an Advance made by the Bank to the County on the date of such Advance. The Bank shall not be required to make more than two Advances per calendar month. Each Advance requested shall be in a minimum principal amount of $100,000 or any integral multiple of $1,000 in excess thereof. Each Advance shall be made solely for the purposes of providing funds for payment of the Projects; provided that in no event shall the proceeds of a Tax-Exempt Advance be used to pay or prepay a Taxable Advance, unless the Bank, FCEDA and the County receive an Approving Opinion, which shall also be addressed to the Bank or upon which the Bank is entitled to rely. The County may borrow under this Section 2.1(a), repay or prepay under Sections 2.2 and 2.3 and reborrow under this Section 2.1(a).

(b) *Notes*.

(i) The Taxable Advances will be evidenced by a Note, payable to the Bank, in substantially the form attached hereto as Exhibit C. Such Note will be referred to as the "Taxable Note." The principal amount outstanding of the Taxable Note at any time equals the amount of the then outstanding and unpaid Taxable Advances under the Commitment. The Taxable Note will bear interest during the same periods and at the same rates as are applicable to the Taxable Advances determined as provided herein in accordance with the provisions hereof. The principal of the Taxable Note, and the interest thereon, will be payable (and prepayable) at the same times and in the same amounts as are applicable to the related Taxable Advances evidenced by the Taxable Note, determined as provided herein in accordance with the provisions hereof. The Taxable Advances made by the Bank and all prepayments made on account of principal thereof may be recorded by the Bank on the schedule (or a continuation thereof) attached to the Taxable Note, it being understood, however, that failure by the Bank to make any such endorsement shall not affect the obligations of the FCEDA and County hereunder or of FCEDA under the Taxable Note in respect of unpaid principal and interest on the Taxable Advances.

(ii) If any Tax-Exempt Advances are to be made, FCEDA on behalf of the County will provide an additional Note for each Tax-Exempt Project, payable to the Bank, in substantially the form attached hereto as Exhibit C, for such Tax-Exempt Advances made to finance such Tax-Exempt Project. Such Notes will be collectively referred to as the "Tax-Exempt Note." The principal amount outstanding of the Tax-Exempt Note at any time equals the amount of the then outstanding and unpaid Tax-Exempt Advances under the Commitment. The Tax-Exempt Note will bear interest during the same periods and at the same rates as are applicable to the Tax-Exempt Advances determined as provided herein in accordance with the provisions hereof. The principal of the Tax-Exempt Note, and the interest thereon, will be payable (and prepayable) at the same times and in the same amounts as are applicable to the related Tax-Exempt Advances evidenced by the Tax-Exempt Note, determined as provided herein in accordance with the provisions hereof. The Tax-Exempt Advances made by the Bank and all prepayments made on account of principal thereof may be recorded by the Bank on the schedule (or a continuation thereof) attached to the Tax-Exempt Note, it being understood, however, that failure by the Bank to make any such endorsement shall not affect the obligations of FCEDA and the County hereunder or FCEDA under the Tax-Exempt Note in respect of unpaid principal and interest on the Tax-Exempt Advances.

(c) *Advance Notices*. FCEDA and the County shall give the Bank an Advance Notice not later than 11:00 a.m. (New York City time) at least two (2) Business Days before each Advance, of its intention to borrow, specifying (i) the date of such Advance, which shall be a Business Day, (ii) the amount of such Advance, which shall be in an aggregate principal amount of $100,000 or a whole multiple of $1,000 in excess thereof, (iii) whether such Advance will be a Tax-Exempt Advance or a Taxable Advance and (iv) whether such Advance will bear interest at the Taxable Daily Simple SOFR Rate, the Tax-Exempt Daily Simple SOFR Rate, the Taxable Term SOFR Rate or the Tax-Exempt Term SOFR Rate. If FCEDA and the County fail to specify in an Advance Notice whether an Advance is a Tax-Exempt Advance or a Taxable Advance, then the applicable Advance shall be a Taxable Advance. If FCEDA and the County fail to specify in

an Advance Notice the interest rate selection for a Tax-Exempt Advance or a Taxable Advance, then the applicable Advance shall bear interest at the Taxable Daily Simple SOFR Rate or the Tax-Exempt Daily Simple SOFR Rate, as applicable. An Advance Notice received after 11:00 a.m. (New York City time) shall be deemed received on the next Business Day. Any Advance Notice must be signed by a County Representative and an FCEDA Representative.

(d) *Opinion as to tax exemption.* On the date of the first Tax-Exempt Advance with respect to a Tax-Exempt Note issued for a Tax-Exempt Project identified in such Tax-Exempt Advance Notice, FCEDA and the County will provide to the Bank an unqualified opinion of bond counsel that the interest on the related Tax-Exempt Note is not includable in gross income for purposes of federal income tax.

(e) *Making the Advances*. Upon receipt of an Advance Notice from FCEDA and the County not later than 11:00 a.m. (New York City time) on the second Business Day preceding the day of the proposed borrowing (which shall be a Business Day), the Bank, subject to the terms and conditions of this Agreement, is required to make an Advance by 2:00 p.m. (New York City time) on the day of the proposed borrowing for the account of the County in an amount equal to the amount of the requested borrowing. With respect to any such Advance Notice received by the Bank after 11:00 a.m. (New York City time) on any date, the Bank is required to make such Advance by 2:00 p.m. (New York City time) on the third Business Day thereafter. FCEDA and the County hereby irrevocably authorize the Bank to disburse the proceeds of each Advance requested pursuant to this Section in immediately available funds by crediting or wiring such proceeds to the deposit account of the County identified in an Advance Notice or as may be otherwise agreed upon by the County and the Bank from time to time.

2.2 Interest on Advances. Subject to Sections 2.7(a) and 2.14, the Advances shall bear interest as follows:

(a) Subject to paragraphs (b) and (c) of this Section, (i) each Tax-Exempt Advance shall bear interest at either the Tax-Exempt Daily Simple SOFR Rate or the Tax-Exempt Term SOFR Rate as specified in the Advance Notice or the Notice of Conversion/Continuation delivered in connection with each such Tax-Exempt Advance, and (ii) each Taxable Advance shall bear interest at either the Taxable Daily Simple SOFR Rate or the Taxable Term SOFR Rate as specified in the Advance Notice or the Notice of Conversion/Continuation delivered in connection with each such Taxable Advance.

(b) From and after a Rate Adjustment Event, all Tax-Exempt Advances shall bear interest at the Taxable Gross-up Rate.

(c) Upon the occurrence and during the continuance of an Event of Default, all Advances shall bear interest at the Default Rate.

(d) Interest on each Advance outstanding during an Accrual Period shall accrue interest during such Accrual Period, or such portion of an Accrual Period during which the Advance was outstanding, and such interest shall be payable by FCEDA, or the County for the account of FCEDA, to the Bank on the Interest Payment Date next succeeding the Accrual Period.

2.3 Repayment and Prepayment of Advances.

(a) *Repayment on Termination Date*. FCEDA, or the County for the account of FCEDA, hereby agrees to repay the outstanding principal amount of all Advances in full on the Termination Date, together, in each case, with all accrued but unpaid interest thereon.

(b) *Mandatory Prepayments*. If at any time the outstanding Advances exceed the Commitment, FCEDA, or the County for the account of FCEDA, agrees to repay immediately upon notice from the Bank, by payment to the Bank in an amount equal to such excess with each such repayment applied to the principal amount of outstanding Advances.

(c) *Optional Prepayments*. Subject to Section 2.8, FCEDA and the County may at any time and from time to time prepay Advances in whole or in part, without premium or penalty, with irrevocable prior written notice to the Bank substantially in the form attached as Exhibit B (a "Notice of Prepayment") given not later than 11:00 a.m. (i) on the same Business Day as each Tax-Exempt Advance or Taxable Advance bearing interest at the Tax-Exempt Daily Simple SOFR Rate or the Taxable Daily Simple SOFR Rate, as applicable, and (ii) at least two (2) Business Days before each Tax-Exempt Advance or Taxable Advance bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, specifying the date and amount of prepayment and whether the prepayment is of Tax-Exempt Advance or a Taxable Advance (including the respective interest rates) or a combination thereof, and, if of a combination thereof, the amount allocable to each. If any such notice is given, the amount specified in such notice shall be due and payable on the date set forth in such notice. Partial prepayments shall be in an aggregate amount of $100,000 or a whole multiple of $1,000 in excess thereof. A Notice of Prepayment received after 11:00 a.m. (New York City time) shall be deemed received on the next Business Day. Each such repayment shall be accompanied by any amount required to be paid pursuant to Section 2.8.

2.4 Reduction and Termination.

(a) Subject to Section 2.5(b), FCEDA and the County shall have the right at any time and from time to time, upon at least five (5) Business Days' prior irrevocable written notice to the Bank (or such shorter period of time agreed to by the Bank), to permanently reduce, without premium or penalty, (i) the entire Commitment at any time or (ii) portions of the Commitment, from time to time, in an aggregate principal amount not less than $1,000,000 or any whole multiple of $1,000 in excess thereof. All Unused Commitment Fees accrued until the effective date of any termination of the Commitment shall be paid on the effective date of such termination. Any termination of the Commitment pursuant to this Section may not be reinstated.

(b) Each permanent reduction permitted pursuant to this Section shall be accompanied by a payment of principal sufficient to reduce the aggregate outstanding Advances, after such reduction to the Commitment as so reduced. Any reduction of the Commitment to zero shall be accompanied by payment of all outstanding Advances and shall result in the termination of the Commitment. If the reduction of the Commitment requires the repayment of any Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, such repayment shall be accompanied by any amount required to be paid pursuant to Section 2.8.

2.5 Fees.

(a) *Unused Commitment Fee*. FCEDA, or the County for the account of FCEDA, will pay to the Bank in arrears on each Interest Payment Date, an unused commitment fee equal to the Unused Commitment Fee Rate on the average daily unused portion of the Commitment during the Accrual Period immediately preceding such Interest Payment Date (with, in the case of the first Interest Payment Date, pro rata adjustment for the days elapsed from and including the Closing Date to, but not including, **[March 15, 2027]**) (the "Unused Commitment Fee").

(b) *Termination or Reduction Fee*. (i) FCEDA, or the County for the account of FCEDA, hereby agrees to pay to the Bank a termination fee in connection with the termination of the Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the Unused Commitment Fee Rate, (B) the Commitment then in effect (without regard to any temporary reductions of the Commitment), and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the first anniversary of the Closing Date and the denominator of which is 360 payable on the date the Commitment is terminated.

(ii) FCEDA, or the County for the account of FCEDA, hereby agrees to pay to the Bank a reduction fee in connection with each and every permanent reduction of the Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the Unused Commitment Fee Rate, (B) the difference between the Commitment (without regard to any temporary reductions of the Commitment) prior to such reduction and the Commitment (without regard to any temporary reductions of the Commitment) after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the first anniversary of the Closing Date and the denominator of which is 360, payable on the date the Commitment is reduced.

(c) *Rate Adjustment Event Fees and Expenses*. In the event a Rate Adjustment Event occurs, FCEDA, or the County for the account of FCEDA, hereby agrees to pay to the Bank on demand therefor an amount equal to any interest, penalties or charges owed by the Bank as a result of interest on the Tax-Exempt Advances becoming includable in the gross income of the Bank together with any and all reasonable attorneys' fees, court costs, or other out of pocket costs incurred by the Bank in connection therewith.

2.6 Notice and Manner of Conversion or Continuation of Advances. Provided that no Default or Event of Default has occurred and is then continuing, FCEDA and the County shall have the option to (a) convert at any time all or any portion of any outstanding Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Daily Simple SOFR Rate or the Taxable Daily Simple SOFR Rate, as applicable, in a principal amount equal to $100,000 or any whole multiple of $1,000 in excess thereof into one or more Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, and (b) upon the expiration of any Interest Period, (i) convert all or any part of its outstanding Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, in a principal amount equal to $100,000 or a whole multiple of $1,000 in excess thereof into Tax-Exempt Advances or Taxable

Advances bearing interest at the Tax-Exempt Daily Simple SOFR Rate or the Taxable Daily Simple SOFR Rate, as applicable, or (ii) continue such Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, as Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable. Whenever FCEDA and the County desire to convert or continue Tax-Exempt Advances or Taxable Advances as provided above, FCEDA and the County shall give the Bank irrevocable prior written notice in the form attached as Exhibit D (a "Notice of Conversion/Continuation") not later than 11:00 a.m. two (2) Business Days before the day on which a proposed conversion or continuation of such Tax-Exempt Advance or Taxable Advance is to be effective specifying (A) the Tax-Exempt Advances or Taxable Advances to be converted or continued, and, in the case of any Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, to be converted or continued, the last day of the Interest Period therefor, (B) the effective date of such conversion or continuation (which shall be a Business Day) and (C) the principal amount of such Tax-Exempt Advances or Taxable Advances to be converted or continued. If FCEDA and the County fail to give a timely Notice of Conversion/Continuation prior to the end of the Interest Period for any Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, then the applicable Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, shall continue as Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable. Any such automatic continuation of Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable.

2.7 Payments and Computations.

(a) Computations of interest on Advances and any other interest and fees hereunder will be made on the basis of a 360-day year for the actual number of days elapsed. If, by the terms of this Agreement, FCEDA, or the County for the account of FCEDA, at any time is required or obligated to pay interest at a rate in excess of the maximum rate permitted by law, the rate of interest will be deemed to be immediately reduced to such maximum rate and the portion of all prior interest payments in excess of such maximum rate must be applied and will be deemed to have been payments made in reduction of the principal amount due hereunder.

(b) FCEDA, or the County for the account of FCEDA, will make all payments on Advances or fees or interest under this Agreement including, without limitation, any fees owing under Section 2.5, not later than 2:00 p.m. (New York City time) on the day when due in lawful money in good and available funds without set-off or counterclaim of any nature or kind to the Bank by wire transfer to the account identified in the most recent notice substantially in the form attached as Exhibit E (a "Notice of Account Designation") delivered by the Bank to the FCEDA and the County or as may be otherwise agreed upon by the FCEDA, the County and the Bank from time to time, in each case in lawful money of the United States of America.

(c) On or prior to the fifteenth day preceding each Interest Payment Date, the Bank shall mail to FCEDA and the County a copy of the invoice setting forth the amounts due the Bank on such Interest Payment Date. Such invoice shall be mailed by U.S. Postal Service regular mail to the Executive Director of FCEDA and the Chief Financial Officer of the County at the addresses set forth in Section 7.2.

(d) Whenever any payment to be made hereunder is due on a day that is not a Business Day, such payment will be made on the next succeeding Business Day, and interest and any applicable fees other than late fees will accrue during such extension through and including the date of payment.

2.8 Reimbursement for Funding Loss and Expense. FCEDA, or the County for the account of FCEDA, shall reimburse the Bank for any loss or expense (including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, or from fees payable to terminate the deposits from which such funds were obtained) that may arise or be attributable to the Bank obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain such Advances (a) as a consequence of any failure by FCEDA, or the County for the account of FCEDA, to make any payment when due of any amount due hereunder in connection with Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, (b) due to any failure of FCEDA or the County to borrow or continue Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, or convert to Tax-Exempt Advances or Taxable Advances bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, on a date specified therefor in an Advance Notice or Notice of Conversion/Continuation or (c) due to any payment, prepayment or conversion of any Tax-Exempt Advance or Taxable Advance bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, on a date other than the last day of the Interest Period therefor. The amount of such loss or expense shall be determined in good faith by the Bank using any reasonable attribution or averaging methods which the Bank deems appropriate and practical. A certificate of the Bank setting forth the basis for determining such amount or amounts necessary to compensate the Bank shall be forwarded to FCEDA and the County and shall be conclusively presumed to be correct save for manifest error. Notwithstanding the foregoing, neither FCEDA nor the County, for the account of FCEDA, shall be required to reimburse the Bank for any loss or expense in connection with the prepayment of a Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate with the proceeds of a Taxable Advance bearing interest at the Taxable Term SOFR Rate after FCEDA and the County have received notice of a Benchmark Replacement pursuant to Section 2.14(c).

2.9 Obligations Subject to Appropriation.

(a) The obligations of the County for the account of FCEDA to make payments on Advances or other payments under this Agreement are contingent upon the appropriation for each fiscal year by the Board of Supervisors of funds from which such payments on Advances can be made. FCEDA, and the County for the account of FCEDA, will not be liable for any amounts that may otherwise be payable pursuant to this Agreement unless and until such funds have been so

appropriated for payment and then only to the extent thereof. The County Executive shall include in each Fiscal Year's proposed annual budget of revenues and disbursements presented to the Board of Supervisors an item designated **["2026 Master Credit Agreement Payments"]** in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments of Advances scheduled to become due, and pay all other amounts payable by FCEDA or the County, pursuant to this Agreement during such Fiscal Year. Under no circumstances or conditions will FCEDA be expected or required to make any payment of any kind due under this Agreement except from amounts it receives from the County to make payments due hereunder, nor will FCEDA be under any obligation or liability hereunder, except as provided in this Agreement. It is understood and agreed by the parties hereto that nothing in this Agreement obligates the Board of Supervisors to appropriate any sums on account of any payments on Advances to be made by FCEDA or the County hereunder or for any other purpose. This Agreement does not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth.

(b) The County shall pay for the account of FCEDA all amounts owed under any Advances and any other amounts owed under this Agreement, and such payments shall be free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever, and under no circumstances or conditions will FCEDA be expected or required to make any payment of any kind with respect to this Agreement or be under any obligation or liability hereunder, except as provided in this Agreement and the Note. The County shall pay for the account of FCEDA all legal fees of FCEDA incurred in the approval and execution of this Agreement.

(c) Except to the extent required as compulsory counterclaim under any legal requirement, FCEDA and the County (i) shall pursue separate exercise and enforcement of any right, power, privilege, remedy or interest retained by the Bank under this Agreement, any Payment Agreement and applicable law, and (ii) shall not seek to exercise or enforce any such right, power, privilege, remedy or interest in any proceeding instituted by the Bank respecting any collection or enforcement under this Agreement or any Payment Agreement, whether through joinder, consolidation, setoff, recoupment, abatement, reduction, counterclaim, defense or otherwise.

(d) Except to the extent required as compulsory counterclaim under any legal requirement, the Bank (i) shall pursue separate exercise and enforcement of any right, power, privilege, remedy or interest retained by FCEDA or the County under this Agreement, any Payment Agreement and applicable law, and (ii) shall not seek to exercise or enforce any such right, power, privilege, remedy or interest in any proceeding instituted by FCEDA or the County respecting any collection or enforcement under this Agreement or any Payment Agreement, whether through joinder, consolidation, setoff, recoupment, abatement, reduction, counterclaim, defense or otherwise.

2.10 Collateral. Certain Reimbursement Obligations of FCEDA, or the County for the account of FCEDA, will be secured by any and all payments received by FCEDA from any applicable Payment Agreement entered into either between FCEDA or the County and a related County entity or authority under which such entities or authorities will agree to provide payments equal to the payments required under applicable Advances in consideration for FCEDA providing

the funds received from such Advances to the County for the purpose of having an entity's or authority's Project(s) financed. It will not be a requirement that a Payment Agreement be entered into for the Bank to make an Advance.

2.11 Extension of Scheduled Termination Date. FCEDA and the County may request an extension of the Scheduled Termination Date no more than one hundred twenty (120) days and no less than ninety (90) days prior to the Scheduled Termination Date. The Bank will respond in writing within thirty (30) days of receipt of a written request and the Bank's determination to accept or reject any such request will be within the Bank's sole and absolute discretion. The failure of the Bank to respond to a request for an extension will be deemed the denial of the request.

2.12 Inability to Determine Interest Rates; Illegality. Subject to the Benchmark Replacement Provisions in Section 2.14, if the Bank determines (any determination of which shall be conclusive and binding on FCEDA and the County) that either (a) Daily Simple SOFR or Term SOFR for the applicable Interest Period cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an "Inability Determination") or (b) any law has made it unlawful, or that any governmental authority has asserted that it is unlawful, for the Bank to make or maintain an Advance based on SOFR, Daily Simple SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR, Daily Simple SOFR or Term SOFR (an "Illegality Determination"), then the Bank will so notify FCEDA and the County. If the foregoing Inability Determination or Illegality Determination relates to Daily Simple SOFR, then any outstanding principal balance of the Advances bearing interest determined in relation to Daily Simple SOFR shall bear interest at the lesser of (x) (1) pursuant to the applicable Term SOFR option herein (if selected by FCEDA and the County and to the extent such option is available) or (2) otherwise at the Prime Rate in effect from time to time, or (y) the maximum non usurious interest rate payable under applicable law, from the date of such Inability Determination or such Illegality Determination until the Bank revokes such Inability Determination or notifies FCEDA and the County that the circumstances giving rise to such Illegality Determination no longer exist, as applicable. If the foregoing Inability Determination or Illegality Determination relates to Term SOFR for any Interest Period, then any outstanding principal balance of the Advances bearing interest determined in relation to Term SOFR for any affected Interest Period shall bear interest at the lesser of (x) (1) pursuant to the applicable Daily Simple SOFR option herein (to the extent such option is available) or (2) otherwise at the Bank to be equal to the Prime Rate in effect from time to time, or (y) the maximum non usurious interest rate payable under applicable law, from the date of such Inability Determination or such Illegality Determination until the Bank revokes such Inability Determination or notifies FCEDA and the County that the circumstances giving rise to such Illegality Determination no longer exist, as applicable; provided, however, that, with respect to any outstanding principal balance of the Advances bearing interest determined in relation to Term SOFR for any affected Interest Period, no such determination of interest shall take effect during any applicable Interest Period as a result of an Inability Determination. When interest is determined in relation to the Prime Rate, each change in the rate of interest hereunder shall become effective on the date each Prime Rate change is announced within the Bank. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with applicable Benchmark Replacement Provisions, that Benchmark Replacement, plus any applicable margin, will then supersede the foregoing with respect to the replaced Benchmark.

2.13 Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Bank will have the right to make Conforming Changes from time to time and any amendments implementing such Conforming Changes will become effective without any further action or consent of FCEDA and the County. The Bank will promptly notify FCEDA and the County of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.14 Benchmark Replacement Provisions. Notwithstanding anything to the contrary contained in this Agreement or in any Payment Agreement (for the purposes of these Benchmark Replacement Provisions, a swap agreement by and between FCEDA and the County and the Bank or any of its affiliates is not a Payment Agreement):

(a) *Benchmark Replacement*. If a Benchmark Transition Event with respect to any applicable then-current Benchmark occurs, the applicable Benchmark Replacement will replace such Benchmark for all purposes under this Agreement or under any Payment Agreement. Subject to paragraph (e) of this Section, any Benchmark Replacement will become effective on the applicable Benchmark Replacement Date without any further action or consent of FCEDA and the County.

(b) *Benchmark Replacement Conforming Changes*. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and any amendments implementing such Conforming Changes will become effective without any further action or consent of FCEDA and the County.

(c) *Notices; Standards for Decisions and Determinations*. The Bank shall notify FCEDA and the County at least thirty (30) days prior to the implementation of any Benchmark Replacement. The Bank shall promptly notify FCEDA and the County of (i) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (ii) the removal or reinstatement of any tenor of a Benchmark pursuant to the provisions of this Agreement. Any determination, decision or election that may be made by the Bank pursuant to these Benchmark Replacement Provisions, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and will be made in its sole discretion and without the consent of FCEDA and the County.

(d) *Unavailability of Tenor of Benchmark*. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if any then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Bank may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings

at or after the occurrence of either (A) or (B) above to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) as selected by the Bank in its reasonable discretion or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Bank may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) *Approving Opinion*. FCEDA and the County shall cause an Approving Opinion to be delivered to the Bank on the applicable Benchmark Replacement Date each time a new Benchmark Replacement is determined and used to calculate the interest rate on Tax-Exempt Advances under this Agreement; provided that if an Approving Opinion is not delivered to the Bank on the applicable Benchmark Replacement Date, the outstanding Tax-Exempt Advances shall bear interest at the rate applicable to Taxable Advances from the Benchmark Replacement Date to, but not including, the date the Approving Opinion is delivered to the Bank.

SECTION III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. To induce the Bank to make Advances hereunder, the FCEDA and County, as applicable, represent and warrant to the Bank as of the Closing Date and as of the date of each Advance that:

(a) *Organization and Qualification*. FCEDA and the County are each political subdivisions of the Commonwealth, validly existing under the laws of the Commonwealth.

(b) *Corporate Power and Authority*. FCEDA and the County each has all requisite power and authority to execute, deliver and carry out the terms and provisions of this Agreement, any Payment Agreement and the other instruments and documents to be executed and delivered by it pursuant hereto or in connection herewith and have taken or caused to be taken by them all necessary action required of it in connection with the receipt of Advances, to authorize the execution, delivery, and performance by FCEDA and County of this Agreement, any Payment Agreement, the occurrence of the obligations contemplated hereunder and thereunder and the execution, delivery and performance of the other instruments and documents to be executed and delivered by it pursuant hereto or in connection herewith or therewith. Subject to Section 2.9 hereof, this Agreement, any Payment Agreement, and each of the other instruments and documents executed and delivered by FCEDA and the County pursuant hereto or thereto or in connection herewith or therewith have been duly executed and delivered by FCEDA and the County and constitute the legal, valid and binding obligations of the FCEDA and County and are enforceable against the FCEDA and County in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, by general equitable principles and the exercise of judicial discretion.

(c) *Compliance with Law and Contracts*. Neither the execution and delivery of this Agreement, any Payment Agreement or the Notes, nor the consummation of the transactions contemplated therein to be consummated by FCEDA and the County or the compliance by FCEDA and the County with the provisions thereof, will conflict with, or constitute on the part of the FCEDA or the County a material violation or breach of, or an event of default under, (x) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which FCEDA and the County is a party or by which the FCEDA and County is bound, or (y) any existing law, rule, regulation or ordinance or judgment, order or decree of any court or governmental agency or body having jurisdiction over the FCEDA and County or any of its activities or properties. All consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for FCEDA's and the County's execution and delivery of consummation of the transactions contemplated by and compliance with the provisions of this Agreement have been obtained or can be obtained in a timely manner.

(d) *Litigation; Legislation*. To the knowledge of FCEDA and the County, respectively, (i) there are no actions, suits, proceedings or investigations pending or threatened before any court or administrative agency that would have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement, and (ii) there is no legislation that has passed either house of the General Assembly of the Commonwealth that would have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement.

(e) *Governmental Approvals*. No authorization or approval or other action by, filing with, or notice to, any Person or Governmental Authority is required for the due execution, delivery and performance by FCEDA or the County of this Agreement, any Payment Agreement or any other instrument or document to be executed and delivered pursuant hereto or thereto or in connection herewith or therewith, except such authorizations, approvals, actions or filings that have been duly obtained or notices which have been duly given by FCEDA or the County, each of which is in full force and effect (or will be obtained as and when required).

(f) *Securities Laws*. Neither FCEDA nor the County is an "investment company," or a Person "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

(g) *Taxes*. The execution and delivery of this Agreement and any Payment Agreement are not subject to any tax, duty, fee or other charge, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by any Governmental Authority that has not been paid.

(h) *Continuing Representations*. Each Advance Notice will be deemed to constitute a representation and warranty by FCEDA and the County as of the date of such Advance that each of the representations and warranties herein made are true and correct in all material respects on and as of such date as though made on and as of such date; provided, however, that any representations or warranties given as of a specific date remain true and correct in all material respects as of such date.

(i) *Financial Condition*. The most recent financial statements of the County delivered to the Bank hereunder are complete and accurate and fairly present the financial condition and the results of operations and cash flows of the County on the dates thereof and for the periods then ended and such financial statements show all known liabilities, direct or contingent, of the County as of the dates thereof and were prepared in accordance with GAAP. Since June 30, 2025, except as disclosed in writing to the Bank, there has been no change in the financial conditions or operations of the County that would have a Material Adverse Effect.

(j) *No Misrepresentations or Omissions*. None of this Agreement, any Payment Agreement or any other document, certificate or statement furnished to the Bank by or on behalf of FCEDA or the County contains any untrue statements of a material fact or omits to state a material fact necessary to make the statements contained herein and therein not misleading.

(k) *No Material Adverse Facts*. There are no facts that FCEDA or the County has failed to disclose to the Bank that, individually or in the aggregate, could have a Material Adverse Effect or, as far as FCEDA or the County can reasonably foresee, could have a Material Adverse Effect.

(l) *Margin Stock*. Neither FCEDA or the County is engaged in, nor does it have as one of its substantial activities, the business of extending or obtaining credit for the purpose of purchasing or carrying "margin stock" (as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System) and no proceeds of any Advances will be used for such purpose or for the purpose of purchasing or carrying any shares of margin stock.

(m) *Anti-Corruption Laws and Anti-Money Laundering Laws*. The County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the County's knowledge no officer, director or agent acting on behalf of the County is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

(n) *Sanctions*. (i) The County is not a Sanctioned Target, (ii) the County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Sanctions, and (iii) to the County's knowledge, no affiliate, officer, director, or agent acting on behalf of the County is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions.

(o) *No Maximum Interest Rate Violation*. The obligations of FCEDA and the County under this Agreement and any Payment Agreement are not in violation of any Requirement of Law prescribing a maximum rate of interest.

SECTION IV
CONDITIONS PRECEDENT

4.1 Conditions Precedent to Effectiveness. This Agreement will become effective when each of the following conditions precedent has been fulfilled in a manner satisfactory to the Bank.

(a) *Delivery of Documents*. The Bank will have received on or before the Closing Date the following, each in form and substance satisfactory to the Bank, unless indicated otherwise, dated the Closing Date:

(i) the Note;

(ii) a certificate of the Chairman of the Board of Supervisors or the Chief Financial Officer of the County certifying as to the incumbency and signature of each of the County Representatives authorized to sign this Agreement, any Payment Agreement and Advance Notices;

(iii) a certificate of the Chair, Vice Chair, Secretary or Assistant Secretary of FCEDA certifying as to the incumbency and signature of each of the FCEDA Representatives authorized to sign this Agreement, any Payment Agreement and Advance Notices;

(iv) certified copies of any resolutions, approvals or authorizations required in connection with the transactions contemplated by this Agreement and any Payment Agreement;

(v) **[a certificate executed by Wells Fargo Municipal Capital Strategies, LLC, a Delaware limited liability company ("WFMCS"), FCEDA and the County, certifying that the Master Credit Agreement, dated as of February 14, 2024, between WFMCS, FCEDA and the County (as amended by that certain First Amendment to Master Credit Agreement, dated May 15, 2024, between WFMCS, FCEDA and the County) has been terminated]**;

(vi) the audited financial statements of the County for each of the fiscal years ended June 30, 2023, 2024 and 2025, a copy of the current budget and a copy of the capital improvement program of the County;

(vii) a favorable opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, as to the validity of this Agreement and of the Note;

(viii) a favorable opinion of the County Attorney, as to such matters as agreed to by the parties to this Agreement;

(ix) a favorable opinion of counsel to FCEDA, as to such matters as agreed to by the parties to this Agreement;

(x) written evidence that the County MTA Ratings as of the Closing Date are "AA+" by Fitch, "Aa1" by Moody's and "AA+" by S&P; and

(xi) such other documents, instruments, approvals or opinions as agreed to by the parties to this Agreement.

(b) *Representations; Defaults*. The following statements must be true and correct on and as of the Closing Date, and the Bank shall have received certificates signed by a FCEDA Representative and a County Representative, dated the Closing Date, stating that:

(i) the representations and warranties of FCEDA and County contained in Section 3.1 of this Agreement are true and correct in all material respects on and as of the Closing Date as though made on and as of such date; and

(ii) no Default has occurred and is continuing or would result from the making of any Advance.

(c) *Fees, etc*. The Bank must have received the payment of fees and disbursements of Bank counsel incurred in connection with the preparation of this Agreement, including any amendments and reaffirmations, and all other out-of-pocket expenses of the Bank.

(d) *Material Adverse Change*. Since June 30, 2025, no change in the financial condition, business, assets, liabilities or prospects of the County that would have a Material Adverse Effect will have occurred.

4.2 Conditions Precedent to the Making of Advances. As conditions precedent to the approval by the Bank hereunder of each Advance Notice (including the initial Advance Notice on or after the Closing Date):

(a) The Bank must have received (or waived the receipt of, in the sole discretion of the Bank) the written Advance Notice required under, and in strict conformity with Section 2.1(c) of this Agreement, in a manner satisfactory to the Bank.

(b) The Termination Date must not have occurred.

(c) No Event of Default has occurred and be continuing or will result from the funding of the Advance in question.

(d) The representations and warranties of FCEDA and the County contained in Section 3.1 of this Agreement are true and correct in all material respects on and as of the date of such Advance as though made on and as of such date.

(e) FCEDA or the County must have delivered to the Bank if applicable, a Payment Agreement relating to such Advance and such additional instruments or documents and such additional approvals and opinions as the Bank may reasonably request under the terms of this Agreement, or otherwise as soon as commercially reasonable after request therefor.

Unless FCEDA or the County have otherwise previously advised the Bank in writing, delivery to the Bank of an Advance Notice will be deemed to constitute a representation and warranty by FCEDA or the County that on the date of such Advance each such condition is satisfied.

Approval by the Bank of any one or more Advance Notices when one or more conditions contained in this Section 4.2 have not been fulfilled, will not be deemed a waiver of such condition or conditions as to the Bank's approval of subsequent Advance Notices.

On or before the date of the initial Tax-Exempt Advance for a Tax-Exempt Project with respect to the Tax-Exempt Note, FCEDA shall, in addition to items (a) through (e) above, have delivered to the Bank the Tax-Exempt Note, and the unqualified opinion of bond counsel to the effect that the interest on the Tax-Exempt Note is not includable in gross income for federal income tax purposes.

SECTION V
COVENANTS OF FCEDA AND THE COUNTY

5.1 Affirmative Covenants. FCEDA and the County hereby agree that, so long as any Advances remain outstanding or any amount is due or owing to the Bank under this Agreement or the Note, FCEDA and the County will keep and perform fully each and all of the following covenants:

(a) *Compliance with Laws, Etc*. FCEDA and the County will comply with all Requirements of Law or any change therein or in the application, the administration or interpretation thereof (including, without limitation, any request, directive, guideline or policy, whether or not having the force of law) by any Governmental Authority charged with the administration or interpretation thereof and all indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations to which it is a party or by which it or any of their respective Property may be bound or affected, except such Requirements of Law or indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations noncompliance with which could not reasonably be expected to have a Material Adverse Effect.

(b) *Keeping of Books*. The County shall keep proper books of record and account, containing complete and accurate entries of all financial and business transactions relating to the business, operations, Property, assets, condition (financial or otherwise) or prospects of the County in conformity with all Requirements of Law.

(c) *Notice of Default; Litigation*. FCEDA and the County will promptly notify the Bank in writing of (i) the occurrence of any Default or Event of Default hereunder, (ii) any default, or event, condition or occurrence which with notice or the lapse of time, or both, would constitute a default by any party thereto under any Payment Agreement, any indenture, mortgage, deed of trust, agreement or other instrument or contractual obligation to which FCEDA or the County is a party or by which any of its Property may be bound or affected and that could reasonably be expected to have a Material Adverse Effect, or (iii) if, to the knowledge of the County or FCEDA, there are any actions, suits, proceedings or investigations pending or threatened before any court or administrative agency that could reasonably be expected to have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement.

(d) *Maintenance of Insurance*. The County will maintain insurance with responsible insurance companies, or may self-insure, against such risks and in such amounts as is customarily

maintained by similar organizations. Any self-insurance maintained by the County pursuant to this subsection (d) must comply with the following terms: the self-insurance program will be evaluated in writing by the County's Department of Risk Management to determine the criteria which the County will apply to establish an actuarially sound claims reserve fund out of which self-insured claims shall be paid; the adequacy of such fund will be evaluated on an annual basis by the Department of Risk Management and any deficiencies in any self-insured claims reserve fund will be remedied in accordance with their recommendation.

(e) *Performance and Compliance with Other Covenants*. FCEDA and the County will perform and comply in all material respects, and subject to the applicable grace periods, with each of the covenants binding on it, as in effect on the Closing Date.

(f) *Payment of Taxes and Other Claims*. FCEDA and the County will pay when due all taxes, assessments and charges that are imposed upon it or its operations or properties, or that it is required to withhold and pay over (including payroll withholding taxes), and will pay all other claims that, if unpaid, might become liens or charges upon its properties and except to the extent such taxes, liens or charges are the subject of a good faith contest.

(g) *Use of Proceeds.* The proceeds of any Advances will be used by the County solely to finance the costs of the Projects. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System. The County will use, or cause to be used, the proceeds of the Advances in compliance with all applicable legal and regulatory requirements of any Governmental Authority (including, without limitation, Regulations U and X of the Board of Governors of the Federal Reserve System and the Securities Exchange Act of 1934 and the Securities Act of 1933 and any regulations thereunder).

(h) *Financial and Other Information*. The County agrees that it will furnish its Annual Comprehensive Financial Report to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board or shall post such report to the County's publicly available website when it becomes available, but no later than February 25 after the end of each Fiscal Year. The County also agrees to furnish the Bank (or make available on the County's website) its annual adopted budget on or prior to the 60th day of each Fiscal Year, commencing with the Fiscal Year that begins **[July 1, 2027]**. The County agrees to furnish promptly to the Bank from time to time such additional information regarding the financial position or business of the County as the Bank may reasonably request in writing. The Bank acknowledges that the County has executed continuing disclosure undertakings in accordance with Securities and Exchange Commission Rule 15c2-12 in connection with various debt obligations issued by or for the benefit of the County.

(i) *Private Activity Bond Covenant*. The FCEDA and the County hereby covenant that neither will take any action that would cause the Tax-Exempt Note to be a private activity bond within the meaning of Section 141 of the Code and the applicable regulations thereunder. In furtherance of this covenant, the FCEDA and the County will execute a tax certificate in connection with the first Tax-Exempt Advance under the Tax-Exempt Note for each Tax-Exempt

Project that will set forth the requirements that must be satisfied so that the Tax-Exempt Note will not be a private activity bond within the meaning of Section 141 of the Code.

(j) *Arbitrage Covenant*. The FCEDA and the County hereby covenant that money on deposit in any fund or account maintained in connection with the Tax-Exempt Note, whether or not such money was derived from draws on the Tax-Exempt Note or from any other sources, will not be used in a manner that would cause the Tax-Exempt Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and the applicable regulations thereunder. The FCEDA and the County hereby covenant that they will not take any action that will, or fail to take any action which failure will, cause the interest on the Tax-Exempt Note to become includable in the gross income of the owners of the Tax-Exempt Note for federal income tax purposes pursuant to the provisions of the Code and the regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Note.

SECTION VI
EVENTS OF DEFAULT

6.1 Events of Default. The occurrence of any of the following events will be an Event of Default hereunder:

(a) failure by FCEDA or the County for the account of FCEDA to pay or cause to be paid (i) any scheduled principal of or interest on any Advance when due for any reason, or (ii) within five (5) Business Days after written demand by the Bank to FCEDA and the County, any other amount payable under this Agreement; or

(b) failure by FCEDA or the County to observe or perform any of the covenants set forth in Section 5.1 and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA and the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure, by FCEDA or the County pursuant to the terms of this Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(c) failure by FCEDA or the County to observe or perform any other term, condition, covenant or agreement set forth in this Agreement or any applicable Payment Agreement to be observed or performed by FCEDA or the County (and not constituting an Event of Default under any of the preceding or following provisions of this Section VI) and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA and the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure by FCEDA or the County, pursuant to the terms of this Agreement or any Payment Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(d) any representation, warranty or statement made or deemed made by or on behalf of FCEDA or the County in this Agreement or any Payment Agreement or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement shall prove to have been materially and adversely misleading or incorrect; or

(e) any material provision of this Agreement for any reason ceases to be valid and binding on FCEDA or the County or be in full force and effect for FCEDA or the County or FCEDA or the County shall contest any such material provision of this Agreement either in a court of competent jurisdiction or by an action taken by the Board of Supervisors or the governing body of FCEDA, in each case acting as such; or

(f) FCEDA or the County shall (i) default on the payment of the principal of or interest on any indebtedness subject to annual appropriation, beyond the period of grace, if any, provided in the instrument or agreement under which such indebtedness was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any indebtedness subject to annual appropriation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) remedial action to be taken with respect to any such indebtedness including such indebtedness becoming immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such indebtedness; or

(g) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance (or reserves held by or on behalf of the County), in an aggregate amount not less than $50,000,000 shall be entered or filed against the County or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days; or

(h) the County (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator or other similar official of itself or of all or a substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors, seeks to have an order of relief entered with respect to it or seek to adjudicate it a bankrupt or insolvent, or seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts, (v) has a debt moratorium, debt restructuring, debt adjustment or comparable restriction imposed on the repayment when due and payable of the principal of or interest n any debt of the County by the County or any governmental authority with competent jurisdiction, or (vi) takes any official action for the purpose of effecting any of the foregoing; or

(i) a case, proceeding or other action is commenced without the application by or consent of the County, in any court of competent jurisdiction, seeking the liquidation or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of the County, or

of all or any substantial part of its assets, or any similar action with respect to the County, under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors and such case, proceeding or other action continues undismissed, or unstayed and in effect, for a period of ninety (90) days, or an order for relief against the County, is entered in any such involuntary case, proceeding or other action or the County, takes any action in furtherance of, or indicating its consent to, approval of or acquiescence in any of the actions described above; or

(j) any of Fitch, Moody's or S&P shall have downgraded its County MTA Rating to below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its County MTA Rating; or

(k) unless waived by the Bank, in writing, (i) any event of default, however defined, has occurred and is continuing with respect to any obligation of FCEDA or the County under this Agreement, or (ii) FCEDA or the County fails to comply with any covenant or financial obligation set forth in this Agreement, or (iii) any representation or warranty made or deemed made by FCEDA or the County in this Agreement or that is contained in any exhibit, schedule or any other document or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement or any of the other documents, instruments or certificates furnished by FCEDA or the County in connection therewith proves to have been incorrect in any material respect on or as of the date made or deemed made.

6.2 Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT, THE FAILURE OF THE COUNTY OR FCEDA TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, REPAYMENT OF ADVANCES) TO OR FOR THE ACCOUNT OF THE BANK ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN "EVENT OF NON-APPROPRIATION") WILL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT.**

6.3 Rights and Remedies Upon Default. (a) Upon the occurrence of any Special Event of Default, the obligations of the Bank to make Advances hereunder will automatically and immediately terminate and the Commitment will be reduced to zero without notice or other action on the part of the Bank and all Obligations will immediately become due and payable.

(b) Upon the occurrence of any Event of Default (other than a Special Event of Default) (i) the Available Commitment will immediately be reduced to zero and (ii) and the Bank will have the right to declare that all Obligations will immediately become due and payable.

(c) Upon the occurrence of a Default under Section 6.1(i) hereof, the obligation of the Bank to make Advances hereunder will be suspended until any proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event any such proceedings are terminated, the obligation of the Bank to make Advances hereunder will be reinstated and the terms of this Agreement will continue in full force and effect

(unless the obligations of the Bank to make Advances hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

(d) Upon the occurrence of any Event of Default all outstanding Advances will accrue interest at the Default Rate.

SECTION VII
MISCELLANEOUS PROVISIONS

7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by FCEDA or the County therefrom will in any event be effective unless the same is in writing and signed by the Bank. In the case of any waiver, FCEDA, the County, and the Bank will be restored to their former position and rights hereunder, and any default or Event of Default waived will be deemed to be cured and not continuing; but no such waiver will extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

7.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective must be in writing and will be deemed to have been duly given or made when delivered by hand (or when refused delivery), upon receipt after being deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, return receipt requested postage prepaid, or upon receipt after being deposited with a nationally recognized overnight courier, addressed at their addresses set forth below or to such other address as may be hereafter notified by the respective parties hereto:

(i) If to FCEDA, to:

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Tysons, Virginia 22182
Attention: Executive Director

With a copy thereof sent to:

Michael W. Graff, Esq.
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800,
Tysons, Virginia 22102

With copies to the County at the two addresses set forth below:

(ii) If to the County, to:

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035,
Attn: Chief Financial Officer

With a copy thereof sent to:

Office of the County Attorney
12000 Government Center Parkway
Suite 549
Fairfax, Virginia 22035

(iii) If to the Bank, to:

Wells Fargo Bank, National Association
111 South Calvert Street
Baltimore, Maryland 21202
Attention: Linda Ginty

With a copy thereof sent to:

Wells Fargo Bank, National Association
700 Main Street
Lynchburg, Virginia 24504
Attention: Ashley-Rae Vaughn

7.3 No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy, power or privilege under any of this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other further exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.4 No Fiduciary Relationship. FCEDA and the County acknowledge and agree that their dealings with the Bank relate solely to the transactions occurring under this transaction and that in no event will the Bank be considered to be a partner or joint venturer of FCEDA or the County. Also, the County represents and warrants that it has independently evaluated the transactions contemplated by this and has not relied upon, nor will it rely upon, the expertise, advise or other comments or statements of the Bank (including agents of the Bank), if any, in deciding to pursue such undertaking. As the County is experienced in financial affairs (or has sought professional advice (other than from the Bank)) concerning its financial affairs, in no event will the Bank owe any fiduciary or similar obligations to it in connection with the subject transaction.

7.5 Successors and Assigns. This Agreement is a continuing obligation and is binding upon the Bank, FCEDA and the County, and their respective successors, transferees and assigns, and will inure to the benefit of and be enforceable by the Bank, FCEDA and the County, and their respective successors, transferees and assigns; provided, however, that FCEDA or the County may

not assign all or any part of this Agreement or any Payment Agreement without the prior written consent of the Bank.

7.6 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Governing Law; Venue. This Agreement is governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia, without regard to choice of law principles. Venue for any claim, action or proceeding arising out of or relating to this Agreement, any Note or Payment Agreement is exclusively in the Commonwealth courts of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division.

7.8 Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and do not constitute a part of this Agreement for any other purpose.

7.9 Survival of Representations and Warranties. All representations and warranties made in any document, certificate or statement delivered pursuant hereto or thereto or in connection herewith will survive the execution and delivery of this Agreement.

7.10 Rights Cumulative. All rights, powers and remedies herein given to the Bank, FCEDA or the County are cumulative and not alternative, and are in addition to all statutes or rules of law; any forbearance or delay by the Bank in exercising the same will not be deemed to be a waiver thereof, and the exercise of any right or partial exercise thereof will not preclude the further exercise thereof, and the same will continue in full force and effect until specifically waived by an instrument in writing executed by the Bank.

7.11 Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are an integral part hereof and are hereby made a part of this Agreement.

7.12 Termination. This Agreement and the loan from the Bank to FCEDA for the benefit of the County may be terminated by notice in writing on any date from FCEDA and the County to the Bank; provided that this Agreement will not terminate until all amounts payable under this Agreement including all Advances made have been paid in full.

7.13 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, and each such counterpart will be deemed to be an original and all of which constitute together but one and the same agreement. All recitals and statements made in this Agreement are fully incorporated within the text of this Agreement and made a part hereof.

7.14 Patriot Act. The Bank hereby notifies FCEDA and the County that pursuant to the requirements of the Patriot Act, the Bank is required to obtain, verify and record information that identifies FCEDA and the County, which information includes the name and address of FCEDA and the County and other information that will allow the Bank to identify FCEDA and the County

in accordance with the Patriot Act. FCEDA and the County hereby agree that they shall promptly provide such information upon request by the Bank.

7.15 Reimbursement. To the extent permitted by law, FCEDA and the County shall pay upon demand:

(a) for each amendment of this Agreement or any Payment Agreement, or consent or waiver by the Bank under this Agreement or any Payment Agreement, in each case the reasonable fee of the Bank;

(b) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Bank in connection with responding to requests from FCEDA or the County for consents, amendments and waivers; and

(c) all of the Bank's reasonable out of pocket expenses (including, without limitation, the reasonable fees and expenses of counsel or other reasonably required consultants to the Bank) arising in connection with advising the Bank as to its rights and responsibilities under this Agreement or the Payment Agreements or the enforcement or administration of, or preservation of rights (including in any bankruptcy or insolvency proceeding or any workout) in connection with, this Agreement or the Payment Agreements.

7.16 Survival. So long as any of the Reimbursement Obligations remain outstanding or the Bank has any obligations under this Agreement or FCEDA or the County has any continuing obligations under this Agreement, any Payment Agreement or Advances unless otherwise provided herein, all covenants, agreements, representations, and warranties made herein will survive the execution and delivery to the Bank of this Agreement and the making of Advances hereunder and will continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Chair

FAIRFAX COUNTY, VIRGINIA

By:_____
Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Linda Ginty
Executive Director

Exhibit A

FORM OF ADVANCE NOTICE

ADVANCE NOTICE

Advance No. __

Project No. __

[DATE]

Wells Fargo Bank, National Association
111 South Calvert Street
Baltimore, Maryland 21202
Attention: Linda Ginty
Telephone: (443) 615-5251
Email: linda.ginty@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
700 Main Street
Lynchburg, Virginia 24504
Attention: Ashley-Rae Vaughn
Telephone: (704) 427-0006
Email: ashleyrae.vaughn@wellsfargo.com

Ladies and Gentlemen:

The undersigned County Representative of Fairfax County, Virginia (the "County"), and FCEDA Representative of the Fairfax County Economic Development Authority ("FCEDA"), refer to the Master Credit Agreement, dated as of **[October __, 2026]** (together with any amendments or supplements thereto, the "Agreement"), among FCEDA, the County, and Wells Fargo Bank, National Association (the "Bank"), and hereby request, pursuant to Section 2.1(c) of the Agreement, that the Bank make an Advance under the Agreement, and in that connection set forth below the following information relating to such Advance (the "Proposed Advance"):

1. The Business Day of the Proposed Advance is _____, 20__ (the "Advance Date"), which is at least two (2) Business Days after the date hereof.

2. The principal amount of the Proposed Advance is $_____, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above;

3. The Proposed Advance is hereby identified as a **[Tax-Exempt Advance] [Taxable Advance]**.

4. FCEDA and the County hereby requests that such **[Tax-Exempt Advance] [Taxable Advance]** bear interest at the following interest rate set forth below for the ____ Project:

Interest Rate:	Interest Period (Term SOFR only):
[Taxable Daily Simple SOFR Rate] **[Tax-Exempt Daily Simple SOFR Rate]** **[Taxable Term SOFR Rate]** **[Tax-Exempt Term SOFR Rate]**	**[One (1) Month]**

5. The undersigned hereby certify that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) after giving effect to the Proposed Advance, the aggregate principal amount of all Advances outstanding under the Agreement will not exceed the Commitment;

(b) no Default or Event of Default has occurred and is continuing; and

(c) the representations and warranties of FCEDA and the County contained in the Agreement (except to the extent such representations and warranties specifically relate to an earlier date) are true in all material respects as though made on the date hereof and on the date of Advance Date.

6. The Proposed Advance shall be made by the Bank by wire transfer of immediately available funds to the County in accordance with the instructions set forth below:

[Insert wire instructions]

_____
_____
_____

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Advance Notice has been executed this __ day of _____, 20__.

FAIRFAX COUNTY, VIRGINIA

By: _____
Name:
Title: County Representative

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name:
Title: FCEDA Representative

Exhibit B

FORM OF NOTICE OF PREPAYMENT

NOTICE OF PREPAYMENT

[DATE]

Wells Fargo Bank, National Association
111 South Calvert Street
Baltimore, Maryland 21202
Attention: Linda Ginty
Telephone: (443) 615-5251
Email: linda.ginty@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
700 Main Street
Lynchburg, Virginia 24504
Attention: Ashley-Rae Vaughn
Telephone: (704) 427-0006
Email: ashleyrae.vaughn@wellsfargo.com

Ladies and Gentlemen:

The undersigned County Representative of Fairfax County, Virginia (the "County"), and FCEDA Representative of the Fairfax County Economic Development Authority ("FCEDA"), refer to the Master Credit Agreement, dated as of **[October __, 2026]** (together with any amendments or supplements thereto, the "Agreement"), among FCEDA, the County, and Wells Fargo Bank, National Association (the "Bank"), and hereby provide this irrevocable Notice of Prepayment to you pursuant to Section 2.3(c) of the Agreement.

1. FCEDA and the County hereby provide notice to the Bank that they shall repay the following **[Tax-Exempt Advance] [Taxable Advance]**: _____. (Complete with an amount in accordance with Section 2.3(c) of the Agreement.);

2. Such **[Tax-Exempt Advance] [Taxable Advance]** bears interest at the following interest rate set forth below; and

Interest Rate	Interest Period (Term SOFR only):
[Taxable Daily Simple SOFR Rate] **[Tax-Exempt Daily Simple SOFR Rate]** **[Taxable Term SOFR Rate]** **[Tax-Exempt Term SOFR Rate]**	**[One (1) Month]**

3. FCEDA and the County shall repay the above-referenced **[Tax-Exempt Advance] [Taxable Advance]** on the following Business Day: _____. (Complete with a date in accordance with Section 2.3(c) of the Agreement.)

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Notice of Prepayment has been executed this __ day of _____, 20__.

FAIRFAX COUNTY, VIRGINIA

By: _____
Name:
Title: County Representative

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name:
Title: FCEDA Representative

Exhibit C

[FORM OF NOTE]
PROMISSORY NOTE
([Taxable][Tax-exempt] Advances)

Date of Note: _____ __, 20__

Interest Rate: As set forth on Attachment A hereto

FOR VALUE RECEIVED, FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "FCEDA"), does hereby covenant and promise to pay to WELLS FARGO BANK, NATIONAL ASSOCIATION (hereinafter with its successors or assigns being collectively termed the "Bank"), ON THE SCHEDULED TERMINATION DATE OR ANY ACCELERATION TO THE SCHEDULED TERMINATION DATE at its principal office at 111 South Calvert Street, Baltimore, Maryland 21202, or at such other place or places as the Bank may designate to FCEDA in writing from time to time, in immediately available funds, the Amount of this Note, or so much of the Commitment as may be Advanced by the Bank (the "Principal Amount"), pursuant to the Master Credit Agreement (as defined below) and the unpaid interest upon such Principal Amount until this Note is paid in full. This Note is being issued pursuant to and is further subject to the terms of that certain Master Credit Agreement, dated as of **[October __, 2026]**, among the FCEDA, Fairfax County, Virginia (the "County"), and the Bank (the "Master Credit Agreement"). Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Master Credit Agreement.

FCEDA promises to pay interest on the unpaid Principal Amount of this Note on the dates and at the rates and times and in all cases in accordance with the Master Credit Agreement. All payments of principal and interest must be made to the Bank in lawful money of the United States of America in immediately available funds. The Bank will endorse its records relating to this Note with appropriate notations evidencing the [Tax-Exempt or Taxable Advances] made for financing [Tax-Exempt or Taxable Projects] under the Master Credit Agreement and payments of principal hereunder as contemplated by the Master Credit Agreement.

This Note is a limited obligation of FCEDA payable solely from the amounts described in the Master Credit Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including FCEDA and Fairfax County, Virginia) are pledged to the payment of the principal of or the interest or premium, if any, on this Note. The issuance of this Note does not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including FCEDA and Fairfax County, Virginia) to levy any taxes whatever therefor or to make appropriation for their payment except from the funds pledged therefor. FCEDA has no taxing power. The obligations of the County to make payments under the Master Credit Agreement in any fiscal year are subject to and contingent upon the annual appropriation by the Board of Supervisors of the County of money for such purpose.

As provided in the Master Credit Agreement, this Note is subject to prepayment, in whole or in part. In case an Event of Default (as defined in the Master Credit Agreement) occurs and is

continuing, the principal of and accrued interest on this Note may be declared due and payable in the manner and with the effect provided in the Master Credit Agreement.

Notwithstanding that the Bank may make demand for payment of the Principal Amount upon the occurrence of an Event of Default, the Bank may, at its option, thereafter make [Tax-Exempt or Taxable Advances] under the Master Credit Agreement, and all such [Tax-Exempt or Taxable Advances] will be evidenced by this Note regardless of whether or not the sums outstanding at the time of any such demand for payment have been paid.

All notices and other communications provided for under this Note must be delivered and be deemed delivered to the addresses specified above and in the manner provided in Section 7.2 of the Master Credit Agreement, or, as to each, at such other address as designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All parties to this Note, whether FCEDA, principal, surety, guarantor or endorser, hereby waive valuation and appraisement, demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

[Remainder of Page Intentionally Left Blank]

This Note will be construed and enforced in accordance with the law of the Commonwealth of Virginia without regard to choice of law principles.

Signed and sealed as of the date set forth above.

FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

[Seal]

By: _____
James Quigley
Chair

Attachment A

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount	Project	Initial Advance for Project [y/n]	Interest Period/Rate on Advance	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

Attachment 3

Exhibit D

FORM OF NOTICE OF CONVERSION/CONTINUATION

NOTICE OF CONVERSION/CONTINUATION

[DATE]

Wells Fargo Bank, National Association
111 South Calvert Street
Baltimore, Maryland 21202
Attention: Linda Ginty
Telephone: (443) 615-5251
Email: linda.ginty@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
700 Main Street
Lynchburg, Virginia 24504
Attention: Ashley-Rae Vaughn
Telephone: (704) 427-0006
Email: ashleyrae.vaughn@wellsfargo.com

Ladies and Gentlemen:

The undersigned County Representative of Fairfax County, Virginia (the "County"), and FCEDA Representative of the Fairfax County Economic Development Authority ("FCEDA"), refer to the Master Credit Agreement, dated as of **[October __, 2026]** (together with any amendments or supplements thereto, the "Agreement"), among FCEDA, the County, and Wells Fargo Bank, National Association (the "Bank"), and hereby provide this irrevocable Notice of Conversion/Continuation to you pursuant to Section 2.6 of the Agreement.

1. This Notice of Conversion/Continuation is submitted for the purpose of: (Check one and complete applicable information in accordance with Section 2.6 of the Agreement.)

TAX-EXEMPT ADVANCES:

☐ Converting all or a portion of a Tax-Exempt Advance bearing interest at the Tax-Exempt Daily Simple SOFR Rate into a Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate

Outstanding principal balance: $_____

Principal amount to be converted: $_____

Requested effective date of conversion: _____

Requested new Interest Period: One (1) Month

☐ Converting all or a portion of a Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate into a Tax-Exempt Advance bearing interest at the Tax-Exempt Daily Simple SOFR Rate

Outstanding principal balance: $_____

Principal amount to be converted: $_____

Last day of the current Interest Period: _____

Requested effective date of conversion: _____

☐ Continuing all or a portion of a Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate as a Tax-Exempt Advance bearing interest at the Tax-Exempt Term SOFR Rate

Outstanding principal balance: $_____

Principal amount to be continued: $_____

Last day of the current Interest Period: _____

Requested effective date of continuation: _____

Requested new Interest Period: One (1) Month

TAXABLE ADVANCES:

☐ Converting all or a portion of a Taxable Advance bearing interest at the Taxable Daily Simple SOFR Rate into a Taxable Advance bearing interest at the Taxable Term SOFR Rate

Outstanding principal balance: $_____

Principal amount to be converted: $_____

Requested effective date of conversion: _____

Requested new Interest Period: One (1) Month

☐ Converting all or a portion of a Taxable Advance bearing interest at the Taxable Term SOFR Rate into a Taxable Advance bearing interest at the Taxable Daily Simple SOFR Rate

Outstanding principal balance: $_____

Principal amount to be converted: $_____

Last day of the current Interest Period: _____

Requested effective date of conversion: _____

☐ Continuing all or a portion of a Taxable Advance bearing interest at the Taxable Term SOFR Rate as a Taxable Advance bearing interest at the Taxable Term SOFR Rate

Outstanding principal balance: $_____

Principal amount to be continued: $_____

Last day of the current Interest Period: _____

Requested effective date of continuation: _____

Requested new Interest Period: One (1) Month

2. The aggregate principal amount of all Advances outstanding as of the date hereof does not exceed the Commitment.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Notice of Conversion/Continuation has been executed this __ day of _____, 20__.

FAIRFAX COUNTY, VIRGINIA

By: _____
Name:
Title: County Representative

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name:
Title: FCEDA Representative

Exhibit E

FORM OF NOTICE OF ACCOUNT DESIGNATION

NOTICE OF ACCOUNT DESIGNATION

[DATE]

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Tysons, Virginia 22182
Attention: Executive Director

With a copy to:

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035
Attn: Chief Financial Officer

Ladies and Gentlemen:

The undersigned representative of Wells Fargo Bank, National Association (the "Bank"), refers to the Master Credit Agreement, dated as of **[October __, 2026]** (together with any amendments or supplements thereto, the "Agreement"), among the Fairfax County Economic Development Authority ("FCEDA"), Fairfax County, Virginia (the "County"), and the Bank, and hereby provides this Notice of Account Designation to you pursuant to Section 2.7(b) of the Agreement.

1. FCEDA, or the County for the account of FCEDA, is hereby authorized to make all payments on Advances or fees or interest under the Agreement to the following account(s):

_____
Bank Name: _____
ABA Routing Number: _____
Account Number: _____

2. This authorization shall remain in effect until revoked or until a subsequent Notice of Account Designation is provided to FCEDA and the County.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Notice of Account Designation has been executed this __ day of _____, 20__.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name: _____
Title: _____

Board Agenda Item
October 13, 2026

ACTION – 2

Approval of the Second Amended and Restated the Memorandum of Understanding Between the Fairfax County Board of Supervisors and the Fairfax County Convention and Visitors Corporation

ISSUE:
Authorization to amend the Memorandum of Understanding between Fairfax County, Virginia, and the Fairfax County Convention and Visitors Corporation to implement event management and community programming.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the County Executive to execute the Second Amended and Restated Memorandum of Understanding (MOU) between Fairfax County and the Fairfax County Convention and Visitors Corporation (Visit Fairfax) in substantially the same form as Attachment 3 to this item.

TIMING:
Board approval is requested on September 29, 2026, to reflect implementation of the duties transferred to Visit Fairfax on July 1, 2026.

BACKGROUND:
The Fairfax County Convention and Visitors Corporation, better known as Visit Fairfax, is a privately owned nonprofit corporation established as Fairfax County's designated destination marketing organization and convention and visitors bureau to promote tourism in Fairfax County.

Pursuant to the 2008 MOU (Attachment 1), Visit Fairfax serves as the County's official tourism promotion partner and receives County funding to market Fairfax County as a travel destination, attract visitors, and support the local tourism economy. In 2025, the Board of Supervisors adopted an ordinance to increase the transient occupancy tax imposed under *VA Code 58.1-3819* from two percent to four percent, with one percent dedicated exclusively to tourism and travel, tourism marketing, and related initiatives. When adding in the remaining two percent from the provision of *VA Code 58.1-3824*, the County's total Transient Occupancy Tax is six percent.

Following engagement with the tourism industry regarding the use of the additional funding, the proposed MOU amends the existing agreement to expand Visit Fairfax's scope of work to include event management, marketing, and community programming. These functions were previously supported through County funding of Celebrate Fairfax, a separate nonprofit organization. The FY 2027 Adopted Budget Plan reflects this transition by eliminating the $750,000 allocation to Celebrate Fairfax for these activities.

Consolidating these functions under Visit Fairfax centralizes tourism and event management within a single entity with a consistent, dedicated funding source. The proposed Second Amendment to the MOU formalizes these functions and expectations between Fairfax County and Visit Fairfax. The Department of Economic Initiatives will work with Visit Fairfax directly to provide oversight of the MOU and support Visit Fairfax's functions.

EQUITY IMPACT:
The MOU aligns with Fairfax County's One Fairfax policy to develop *"Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood."*

The MOU outlines the expectation that Visit Fairfax manages and promotes local event programming. The intent is to support local events and marketing promotion that reflects the diversity of people and community values in Fairfax County. Visit Fairfax will work with Board of Supervisors offices, local nonprofits, and community groups to determine the event and programming needs unique to the various communities in Fairfax County.

FISCAL IMPACT:
There is no direct fiscal impact associated with the execution of this MOU. However, this action is associated with a $750,000 reduction in Contributory Fund spending reflected in the FY 2027 Adopted Budget Plan.

ENCLOSED DOCUMENTS:
Attachment 1 – Amended and Restated Memorandum of Understanding and Agreement Between Fairfax County, Virginia, and the Fairfax County Convention and Visitors Corporation (2008)

Board Agenda Item
October 13, 2026

Attachment 2 – Second Amended and Restated Memorandum of Understanding and Agreement between Fairfax County, Virginia, and the Fairfax County Convention and Visitors Corporation (Redline)
Attachment 3 – Second Amended and Restated Memorandum of Understanding and Agreement between Fairfax County, Virginia, and the Fairfax County Convention and Visitors Corporation (Clean)

STAFF:
Jennifer Miller, Deputy County Executive
Christina Jackson, Chief Financial Officer/Deputy County Executive
Joe LaHait, Deputy Director, Department of Management and Budget
Scott Sizer, Deputy Director, Department of Economic Initiatives

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN FAIRFAX COUNTY, VIRGINIA, AND THE FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION

This Memorandum of Understanding and Agreement, by and between the Board of Supervisors of Fairfax County, Virginia, the governing body of a political subdivision of the Commonwealth of Virginia, and the Fairfax County Convention and Visitors Corporation, a private, nonprofit corporation established under the laws of the Commonwealth of Virginia, is for the purpose of defining the relationship between both parties and for the purpose of meeting the requirements of Virginia Code § 58.1-3824.

WHEREAS, Fairfax County, Virginia, is a political subdivision of the Commonwealth of Virginia, and the Board of Supervisors of Fairfax County is the governing body of that County; and

WHEREAS, the 2004 Session of the Virginia General Assembly enacted legislation that amended the Virginia Code by adding a section numbered 58.1-3824, which provides enabling authority that permits the Board of Supervisors to impose an additional transient occupancy tax of not more than two percent of the amount of the charge for the occupancy of any room or space occupied, provided that the Board appropriates the revenues from that additional transient occupancy tax in accordance with the provisions of Virginia Code § 58.1-3824; and

WHEREAS, among other things, Virginia Code § 58.1-3824 provides that no more than 75 percent of the revenues of this additional tax may be designated for and appropriated by the Board of Supervisions for tourism promotion, as therein defined and that the remaining portion of such revenues shall be designated for and appropriated to a nonprofit convention and visitors bureau located in Fairfax County, Virginia; and

WHEREAS, on April 2, 2004, the Virginia State Corporation Commission granted a corporate charter to the Fairfax County Convention and Visitors Corporation, which was established by its incorporators as a private, nonstock corporation under Virginia Code §§ 13.1-801, *et seq.*, for the purposed of operating as a nonprofit corporation pursuant to 26 U.S.C. § 501(c)(6) and as a nonprofit convention and visitors bureau that would be eligible to receive funds pursuant to Virginia Code § 58.1-3824; and

WHEREAS, the Board of Supervisors of Fairfax County has taken steps to impose the additional transient occupancy tax authorized by Virginia Code § 58.1-3824 and wants to enter into an agreement with the Fairfax County Convention and Visitors Corporation concerning the appropriation and expenditure of those new revenues; and

WHEREAS, the Board of Directors of the Fairfax County Convention and Visitors Corporation, in consultation with the Fairfax County Chamber of Commerce, voted on February 19, 2008 to amend its bylaws, and the changes related to the process by which voting members of the Board of Directors are nominated for confirmation by the Board of Supervisors require an

amendment to the 2004 Memorandum of Understanding between the Fairfax County Convention and Visitors Corporation and the Board of Supervisors of Fairfax County; and

WHEREAS, the Fairfax County Convention and Visitors Corporation was incorporated to be the designated nonprofit convention and visitors bureau that receives the revenues appropriated pursuant to Virginia Code § 58.1-3824; now, in consideration of the foregoing, the Board of Supervisors of Fairfax County and the Fairfax County Convention and Visitors Corporation enter into the following Restated and Amended Memorandum of Understanding and Agreement.

1. **Name.** — This Restated and Amended Memorandum of Understanding and Agreement shall be known as the Convention and Visitors' Bureau Agreement (hereinafter "Agreement").

2. **Purposes.** — The purposes of this Agreement are: (1) the promotion of tourism; (2) the implementation of the provisions of Virginia Code § 58.1-3824; and (3) the designation of the Fairfax County Convention and Visitors Corporation as the nonprofit entity to receive the funds appropriated in accordance with Virginia Code § 58.1-3824.

3. **Definitions.** — The following words and phrases when used in this Agreement have the meanings respectively ascribed to them in this section except in those instances where the contest clearly indicates a different meaning:

"Agreement" means the Convention and Visitors' Bureau Agreement.

"Board of Directors" means the Board of Directors of the FCCVC.

"Board of Supervisors" means the Board of Supervisors of Fairfax County, Virginia.

"Contract" has the meaning specified by Virginia Code § 2.2-3101.

"County" means Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

"County Executive" means the public official who has been appointed as the administrative head of the County government by the Board of Supervisors pursuant to Virginia Code §§ 15.2-803 or 15.2-806.

"FCCVC" means the Fairfax County Convention and Visitors Corporation.

"Fiscal year" means the annual budget year of the County which extends from July 1 of a given calendar year through June 30 of the following calendar year.

"Parties" means the County and the FCCVC.

"Personal interest" has the meaning specified by Virginia Code § 2.2-3101.

"Transaction" has the meaning specified by Virginia Code § 2.2-3101.

"Tourism promotion" has the meaning specified by Virginia Code § 58.1-3824.

4. **Board of Supervisors' designation.** — The Board of Supervisors hereby: (1) designates the FCCVC as the nonprofit entity to receive those funds to be appropriated in accordance with Virginia Code § 58.1-3824 to a nonprofit convention and visitors bureau to be located in the County; (2) agrees that, for so long as the additional transient occupancy tax authorized by Virginia Code § 58.1-3824 is imposed and this Agreement is in effect, the FCCVC shall be the designated nonprofit convention and visitors bureau referred to in that section of the Virginia Code; and (3) agrees to abide by the terms of this Agreement.

5. **FCCVC's acceptance.** — The FCCVC hereby agrees: (1) to serve as the designated nonprofit convention and visitors' bureau referred to in Virginia Code § 58.1-3824; (2) to be the recipient of funds to be appropriated in accordance with Virginia Code § 58.1-3824 ; and (3) to abide by the terms of this Agreement.

6. **Nonprofit operations and offices.** — At all times while this Agreement is in force and effect, the FCCVC shall operate on a nonprofit basis pursuant to 26 U.S.C. § 501(c)(6) and Virginia Code §§ 13.1-801, *et seq.*, and the FCCVC shall maintain its offices within the geographic boundaries of the County.

7. **Composition of the Board of Directors.** — A. The Board of Directors shall consist of not more than twenty-six members who are nominated and confirmed, who are appointed, or who are designated as an *ex officio* member as follows:

(a) Up to two voting members who are nominated by the Fairfax County Chamber of Commerce and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVC's bylaws;

(b) Up to nine voting members who are approved by the Board of Directors, and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVC's bylaws;

(c) Up to ten voting members who are residents of the County or who are engaged in tourism or marketing within the County and who shall be appointed by the Board of Supervisors; and

(d) Five nonvoting *ex officio* members who are: (i) the President of the Fairfax County Chamber of Commerce; (ii) the County Executive; (iii) the President and Chief Executive Officer of the Washington Airports Authority; (iv) the President and Chief Executive Officer of the Fairfax County Economic Development Authority; and (v) the Executive Director of the FCCVC.

B. All persons who are nominated and confirmed or appointed pursuant to subsections (a) through (c) of Paragraph A of this Section shall have relevant experience and/or expertise in tourism promotion or in marketing, advertising, financial management, business development, or operations of a tourism or hospitality facility. All persons appointed pursuant to subsections (a) through (c) shall serve for staggered, three-year terms of office, provided, however, that seven of the persons who are initially nominated and confirmed or appointed to the Board of Directors shall serve terms of one year and that seven other persons who are initially nominated and confirmed or appointed to the Board of Directors shall serve terms of two years. Those persons who serve initial terms of one or two years shall be decided by lot.

8. **Conflict of interests.** — Any member of the Board of Directors shall disqualify himself or herself from participating in any contract involving the FCCVC if that contract has application solely to property or a business in which that member has a personal interest, but a member may participate in a transaction if he or she is a member of a business, profession, occupation, or group, the members of which are affected by the transaction, and the member discloses his or her personal interest in that transaction. Any such disqualification or disclosure shall include a statement of the personal interest, and all such disclosures shall be made orally

and recorded in the records of the FCCVC or shall be filed in writing with the FCCVC to be included in the minutes of the meeting in which the transaction was considered.

9. **Virginia Freedom of Information Act; open meetings.** — The Parties recognize that the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 through 2.2-3714, applies to any organization or corporation supported wholly or principally with public funds, and so long as the FCCVC is supported wholly or principally with public funds, the FCCVC shall provide notice of its meetings and otherwise comply with the open meeting requirements of the Virginia Freedom of Information Act, and the FCCVC shall provide access to public records in accordance with the requirements of the Virginia Freedom of Information Act.

10. **Appropriation of Public Funds.** — A. Except as otherwise provided by Section 11 of this Agreement, the Board of Supervisors agrees to appropriate annually to the FCCVC those revenues that are required to be appropriated to a nonprofit convention and visitors' bureau by Virginia Code § 58.1-3824, and the FCCVC agrees to provide tourism promotion services for the benefit of the County in return for receipt of those funds. For Fiscal Year 2005, the Board has appropriated a total of $2,000,000 to the FCCVC. That total amount is equal to the revenue of $1,748,883, which is twenty-five percent of the estimated additional transient occupancy tax revenues collected pursuant to Virginia Code § 58.1-3824, plus and additional $251,117 appropriated by the Board of Supervisors from the County General Fund pursuant to Virginia Code §§ 15.2-940 and 15.2-1204. Those appropriated funds shall be disbursed to the FCCVC within ten business days following the beginning of Fiscal Year 2005.

B. Beginning in Fiscal Year 2006 and in subsequent fiscal years, the Board of Supervisors shall appropriate funds to the FCCVC that are equivalent to twenty-five percent of the estimated receipts from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, and those funds shall be disbursed to the FCCVC within sixty days following the beginning of the new fiscal year. As part of the annual Third Quarter Budget Review, the County shall advise the FCCVC of any adjustment needed to the amount appropriated to the FCCVC in the previous fiscal year so that the funds given to the FCCVC equal twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824. Any shortfall between the funds previously appropriated and twenty-five percent of the actual collections from the additional transient occupancy tax shall be paid by the County to the FCCVC within thirty days from the date of notification of the adjustment. If the public funds appropriated and disbursed to the FCCVC exceed twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, then the FCCVC shall repay that amount to the County within thirty days from the date of notification of the adjustment.

C. In addition to the requirements of Virginia Code § 58.1-3824. the Board of Supervisors also agrees to consider the appropriation of other public funds to the FCCVC in Fiscal Year 2005 and in subsequent fiscal years as may be in the public interest and appropriate pursuant to Virginia Code § 15.2-940 and 15.2-1204. In computing the adjustments between the funds appropriated based on revenue estimates and the actual collection of the additional transient occupancy tax revenues, as described in Paragraph B of this Section, the Parties shall not consider any public funds in excess of the requirements of Virginia Code § 58.1-3824 that

may have been appropriated to the FCCVC in the preceding fiscal year pursuant to Virginia Code §§ 15.2-940 and 1204.

11. **Limitation on the future appropriation of funds; no debt; no obligation to impose tax.** — The Parties specifically agree and understand that Section 10 does not obligate the Board of Supervisors in future years to impose the additional transient occupancy tax authorized by Virginia Code § 58.1-3824 and that this Agreement does not constitute a debt of the County. The Parties further agree that if the Board of Supervisors subsequently decides to repeal that additional transient occupancy tax that has been imposed pursuant to Fairfax County Code § 4-13-2(B), then any obligation to appropriate funds to the FCCVC under this Agreement shall be terminated.

12. **Use of revenues appropriated to the FCCVC; reports.** — A. The FCCVC shall utilize those funds appropriated to it by the Board of Supervisors for tourism promotion and shall provide regular written reports on the expenditure of the funds appropriated to the FCCVC pursuant to Section 4 of this Agreement and on the general operations of the FCCVC. Specifically, the FCCVC shall provide an annual report to the Board of Supervisors and the County Executive by no later than March 1 of each year following the effective date of this Agreement, and the FCCVC shall provide a semi-annual report to the Board of Supervisors and the County Executive by no later than September 1 of each year following the effective date of this Agreement. Those written reports shall contain the financial information specified by the County Executive. In addition to those reports, upon written notification to the FCCVC, the County Executive or the designated agent of the County Executive shall have the right to audit the disposition of all public funds received and disbursed by the FCCVC. Any such audit shall be done at the expense of the County.

B. The FCCVC shall allocate a reasonable portion of the revenues appropriated to the FCCVC by the Board of Supervisors to provide a managed reserve that can provide funding for tourism promotion in the event of a decline in the revenues generated by the additional transient occupancy tax authorized by Virginia Code § 58.1-3824.

C. The County shall provide quarterly reports to the FCCVC beginning with Fiscal Year 2005, and those reports will provide an accounting of the revenues collected from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, provided, however, that all such reports shall contain statistical information and not information prohibited from disclosure pursuant to Virginia Code § 58.1-3.

13. **Effective date and term of Agreement.** — Following the execution of this Agreement by the designated representatives of the FCCVC and the Board of Supervisors, this Agreement shall become effective on the date of signing, and this Agreement shall continue in effect unless terminated in accordance with the terms hereof, amended by the Parties, or superseded by Virginia law.

14. **Amendments.** — This Agreement shall not be modified except by the express written consent of the Parties.

15. **Termination.** — This Agreement may be terminated by either Party upon the presentation of notice of termination in accordance with Section 16; provided, however, that

notice of termination shall be given at least 360 days prior to the actual termination date. Also, this Agreement shall be terminated without 360 days' notice and without further action by either Party upon (1) the dissolution of the FCCVC or (2) the failure of the FCCVC to meet the requirements of Section 6 of this Agreement concerning its nonprofit status and the location of its offices within the geographic boundaries of the County.

16. **Notices.** — Any notices or correspondence concerning the rights and responsibilities of the Parties from one Party to the other shall be in writing and shall be delivered either by hand or by postpaid delivery to the County Executive at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035, and to the County Attorney at 12000 Government Center Parkway, Suite 549, Fairfax, Virginia 22035, if to the County, and to the Registered Agent of the FCCVC, if to the FCCVC. Delivery under this Section may be made by leaving the notice with the person in charge of the office of any person identified above. Either Party, by written notice to the other Party, may designate a different address for such notices to be provided.

17. **Severability.** — The provisions of this Agreement are severable. If any provision of this Agreement if sound to be void by a court of competent jurisdiction, then the remaining provisions shall remain enforceable to the fullest extend permitted by law, unless the Agreement cannot be enforced without the void provision or provisions.

18. **Virginia law.** — This Agreement shall be governed in all respects by Virginia law.

19. **Copies.** — Each Party shall have a fully executed copy of this Agreement, and each copy shall be considered an original.

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION, a Virginia nonstock corporation

Mark G. Carrier, Chairman

9/8/08
Date

STATE OF MARYLAND
~~COMMONWEALTH OF VIRGINIA~~
COUNTY OF ~~FAIRFAX~~ Montgomery: to-wit

The foregoing Agreement was acknowledged before me on this 8th day of September, 2008, by Mark G. Carrier on behalf of the Fairfax County Convention and Visitors Corporation, a Virginia nonstock corporation.

Linda R. Geimer
Notary Public

My Commission expires: July 14, 2012

My Registration No.:

LINDA R. GEIMER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 14, 2012

LINDA R. GEIMER NOTARY PUBLIC ANNE ARUNDEL COUNTY

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Gerald E. Connolly, Chairman

9/17/08
Date

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing Agreement was acknowledged before me on this 17th day of September, 2008, by Gerald E. Connolly on behalf of the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

Nancy Vehrs
Notary Public

My Commission expires:

My Registration No.:

NANCY VEHRS
Notary Public - Reg. # 125803
Commonwealth of Virginia
My Commission Expires Mar. 31, 2012

SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN FAIRFAX COUNTY, VIRGINIA, AND THE FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION

This Memorandum of Understanding and Agreement, by and between the Board of Supervisors of Fairfax County, Virginia, the governing body of a political subdivision of the Commonwealth of Virginia, and the Fairfax County Convention and Visitors Corporation, a private, nonprofit corporation established under the laws of the Commonwealth of Virginia, is for the purpose of defining the relationship between both parties and for the purpose of meeting the requirements of Virginia Code § 58.1-3824.

WHEREAS, Fairfax County, Virginia, is a political subdivision of the Commonwealth of Virginia, and the Board of Supervisors of Fairfax County is the governing body of that County; and

WHEREAS, ~~the 2004 Session of the Virginia General Assembly enacted legislation that amended the Virginia Code by adding a section numbered 58.1-3824, which provides enabling authority that permits the~~ pursuant to Virginia Code § 58.1-3819 the County may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days; and

WHEREAS, if the Board of Supervisors imposes a transient occupancy tax rate greater than two percent ~~has authority to impose an additional transient occupancy tax of not more than two percent~~ of the amount of the total price paid for the use or possession ~~charge for the occupancy~~ of any room or space occupied, then ~~provided that~~ the Board must appropriate~~s~~ the revenues from that additional transient occupancy tax in accordance with the provisions of Virginia Code §§ 58.1-3824 and -3819; and

WHEREAS, among other things, Virginia Code § 58.1-3824 provides that no more than 75 percent of the revenues of ~~this additional~~the tax authorized by Virginia Code § 58.1-3824 may be designated for and appropriated by the Board of Supervisions for tourism promotion, as therein defined and that the remaining portion of such revenues shall be designated for and appropriated to a nonprofit convention and visitors bureau located in Fairfax County, Virginia; and

WHEREAS, on April 2, 2004, the Virginia State Corporation Commission granted a corporate charter to the Fairfax County Convention and Visitors Corporation, which was established by its incorporators as a private, nonstock corporation under Virginia Code §§ 13.1- 801, *et seq*., for the purpose~~d~~ of operating as a nonprofit corporation pursuant to 26 U.S.C. § 501(c)(6) and as a nonprofit convention and visitors bureau that would be eligible to receive funds pursuant to Virginia Code § 58.1-3824; and

WHEREAS, in 2004, the Board of Supervisors of Fairfax County ~~has taken steps to~~ adopted an ordinance imposinge the additional transient occupancy tax authorized by Virginia Code § 58.1-3824; ~~-~~and

WHEREAS, in 2025 the Board of Supervisors adopted an ordinance increasing the transient occupancy tax already imposed under Virginia Code 58.1-3819 from two percent to four percent, one percent of which must be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality; and ~~wants to enter into an agreement with the Fairfax County Convention and Visitors Corporation concerning the appropriation and expenditure of those new revenues; and~~

~~WHEREAS, the Board of Directors of the Fairfax County Convention and Visitors Corporation, in consultation with the Fairfax County Chamber of Commerce, voted on February 19, 2008 to amend its bylaws, and the changes related to the process by which voting members of the Board of Directors are nominated for confirmation by the Board of Supervisors require an amendment to the 2004 Memorandum of Understanding between the Fairfax County Convention and Visitors Corporation and the Board of Supervisors of Fairfax County; and~~

~~1.~~ WHEREAS, the Fairfax County Convention and Visitors Corporation was incorporated to be the designated nonprofit convention and visitors bureau that receives the revenues appropriated pursuant to Virginia Code § 58.1-3824 and continues to serve as Fairfax County's designated marketing organization; now, in consideration of the foregoing, the Board of Supervisors of Fairfax County and the Fairfax County Convention and Visitors Corporation enter into the following Second Amended and Restated ~~and Amended~~ Memorandum of Understanding and Agreement concerning the appropriation and expenditure of revenues designated for tourism promotion.

~~2.~~1. **Name**. — This Second Amended and Restated ~~and Amended~~ Memorandum of Understanding and Agreement shall be known as the Convention and Visitors' Bureau Agreement (hereinafter "-Agreement").

~~3.~~2. **Purposes**. — The purposes of this Agreement are: (1) the promotion of tourism as required by Fairfax County Code; (2) the implementation of the provisions of Virginia Code § 58.1-3824; and (3) the designation of the Fairfax County Convention and Visitors Corporation as the nonprofit entity to receive the funds appropriated in accordance with Virginia Code § 58.1-3824.

~~4.~~3. **Definitions**. — The following words and phrases when used in this Agreement have the meanings respectively ascribed to them in this section except in those instances where the contest clearly indicates a different meaning:

"Agreement" means the Convention and Visitors' Bureau Agreement.

"Board of Directors" means the Board of Directors of the FCCVC.

"Board of Supervisors" means the Board of Supervisors of Fairfax County, Virginia.

"Contract" has the meaning specified by Virginia Code § 2.2-3101.

"County" means Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

"County Executive" means the public official who has been appointed as the administrative head of the County government by the Board of Supervisors pursuant to Virginia Code § 15.2-8043 ~~3~~ or § 15.2-806.

"FCCVC" means the Fairfax County Convention and Visitors Corporation.

"Fiscal year" means the annual budget year of the County which extends from July 1 of a given calendar year through June 30 of the following calendar year.

"Parties" means the County and the FCCVC.

"Personal interest" has the meaning specified by Virginia Code § 2.2-3101.

"Transaction" has the meaning specified by Virginia Code § 2.2-3101.

"Tourism promotion" has the meaning specified by Virginia Code § 58.1-3824.

4. Board of Supervisors' designation. — The Board of Supervisors hereby: (1) designates the FCCVC as the nonprofit entity to receive those funds to be appropriated in accordance with Virginia Code § 58.1-3824 to a nonprofit convention and visitors bureau to be located in the County; (2) agrees that, for so long as the additional transient occupancy tax authorized by Virginia Code § 58.1-3824 is imposed and this Agreement is in effect, the FCCVC shall be the designated nonprofit convention and visitors bureau referred to in that section of the Virginia Code; and (3) agrees to abide by the terms of this Agreement.

5. FCCVC's acceptance. — The FCCVC hereby agrees: (1) to serve as the designated nonprofit convention and visitors' bureau referred to in Virginia Code § 58.1-3824; (2) to be the recipient of funds to be appropriated in accordance with Virginia Code § 58.1-3824; and (3) to abide by the terms of this Agreement.

6. Nonprofit operations and offices. — At all times while this Agreement is in force and effect, the FCCVC shall operate on a nonprofit basis pursuant to 26 U.S.C. § 501 (c)(6) and Virginia Code § 13.1-801, *et seq.*, and the FCCVC shall maintain its offices within the geographic boundaries of the County.

7. Composition of the Board of Directors. — A. The Board of Directors shall consist of not more than twenty-six members who are nominated and confirmed, who are appointed, or who are designated as an *ex officio* member as follows:

(a) Up to two voting members who are nominated by the Fairfax County Chamber of Commerce and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVCs bylaws;

(b) Up to nine voting members who are approved by the Board of Directors, and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVCs bylaws;

(c) Up to ten voting members who are residents of the County or who are engaged in tourism or marketing within the County and who shall be appointed by the Board of Supervisors; and

(d) Five nonvoting *ex officio* members who are: (i) the President of the Fairfax County Chamber of Commerce; (ii) the County Executive; (iii) the President and Chief Executive Officer of the Washington Airports Authority; (iv) the President and Chief Executive Officer of the Fairfax County Economic Development Authority; and (v) the Executive Director of the FCCVC.~~,~~

B. All persons who are nominated and confirmed or appointed pursuant to subsections (a) through (c) of Paragraph A of this Section shall have relevant experience and/or expertise in tourism promotion or in marketing, advertising, financial management, business development, or operations of a tourism or hospitality facility. All persons appointed pursuant to subsections (a) through (c) shall serve for staggered, three-year terms of office, provided, however, that seven of the persons who are initially nominated and confirmed or appointed to the Board of Directors shall serve terms of one year and that seven other persons who are initially nominated and confirmed or appointed to the Board of Directors shall serve terms of two years. Those persons who serve initial terms of one or two years shall be decided by lot.

8. Conflict of interests. — Any member of the Board of Directors shall disqualify himself or herself from participating in any contract involving the FCCVC if that contract has application solely to property or a business in which that member has a personal interest, but a member may participate in a transaction if he or she is a member of a business, profession, occupation, or group, the members of which are affected by the transaction, and the member discloses his or her personal interest in that transaction. Any such disqualification or disclosure shall include a statement of the personal interest, and all such disclosures shall be made orally and recorded in the records of or shall be filed in writing with the FCCVC to be included in the minutes of the meeting in which the transaction was considered.

9. Virginia Freedom of Information Act; open meetings. — The Parties recognize that the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 through 2.2-3715~~4~~, applies to any organization or corporation supported wholly or principally with public funds, and so long as the FCCVC is supported wholly or principally with public funds, the FCCVC shall provide notice of its meetings and otherwise comply with the open meeting requirements of the Virginia Freedom of Information Act, and the FCCVC shall provide access to public records in accordance with the requirements of the Virginia Freedom of Information Act.

10. Appropriation of Public Funds. — A. Except as otherwise provided by Section 11 of this Agreement, the Board of Supervisors agrees to appropriate annually to the FCCVC those revenues that are required to be appropriated to a nonprofit convention and visitors' bureau by Virginia Code § 58.1-3824, and the FCCVC agrees to provide tourism promotion services for the benefit of the County in return for receipt of those funds. ~~For Fiscal Year 2005, the Board has appropriated a total of $2,000,000 to the FCCVC. That total amount is equal to the revenue of $ 1,748,883, which is twenty-five percent of the estimated additional transient occupancy tax revenues collected pursuant to Virginia Code § 58.1-3824, plus and additional $251,117 appropriated by the Board of Supervisors from the County General Fund pursuant to Virginia Code §§ 15.2-940 and 15.2-1204. Those appropriated funds shall be disbursed to the FCCVC within ten business days following the beginning of Fiscal Year 2005.~~

B. ~~Beginning in Fiscal Year 2006 and in subsequent~~ Each fiscal year~~s~~, the Board of Supervisors shall appropriate funds to the FCCVC that are equivalent to twenty-five percent of the estimated receipts from the additional two percent transient occupancy tax authorized by Virginia Code § 58.1-3824, and those funds shall be disbursed to the FCCVC within sixty days following the beginning of the new fiscal year. As part of the annual Third Quarter Budget Review, the County shall advise the FCCVC of any adjustment needed to the amount appropriated to the FCCVC in the previous fiscal year so that the funds given to the FCCVC equal twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824. Any shortfall between the funds previously appropriated and twenty-five percent of the actual collections from the additional transient occupancy tax shall be paid by the County to the FCCVC within thirty days from the date of notification of the adjustment. If the public funds appropriated and disbursed to the FCCVC exceed twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, then , at the County Executive's discretion, the FCCVC shall repay that amount to the County within thirty days from the date of notification of the adjustment or the amount owed will not be immediately refunded to the County but it will be reflected in the FCCVC financial statements.~~.~~

C. In addition to the requirements of Virginia Code § 58.1-3824,~~.~~ the Board of Supervisors also agrees to consider the appropriation of other public funds to the FCCVC ~~in Fiscal Year 2005 and in subsequent~~each fiscal year~~s~~ as may be in the public interest and appropriate pursuant to Virginia Code §§ 15.2-940, ~~and~~ 15.2-1204, and 58.1-3819. In computing the adjustments between the funds appropriated based on revenue estimates and the actual collection of the additional transient occupancy tax revenues, as described in Paragraph B of this Section, the Parties shall not consider any public funds in excess of the requirements of Virginia Code § 58.1-3824 that may have been appropriated to the FCCVC in the preceding fiscal year pursuant to Code §§ 15.2-940 and -1204.

11. Limitation on the future appropriation of funds; no debt; no obligation to impose tax. — The Parties specifically agree and understand that Section 10 does not obligate the Board of Supervisors in future years to impose the additional transient occupancy tax authorized by Virginia Code §§ 58.1-3824 or -3819 and that this Agreement does not constitute a debt of the County. The Parties further agree that if the Board of Supervisors subsequently

decides to repeal that additional transient occupancy tax that has been imposed pursuant to Fairfax County Code § 4-13-2(bB), then any obligation to appropriate funds to the FCCVC under this Agreement willshall be terminated.

12. Use of revenues appropriated to the FCCVC; reports. — A. The FCCVC mustshall utilize those funds appropriated to it by the Board of Supervisors for tourism promotion initiatives including, event management, and local community programming. The FCCVC and willshall provide regular written reports on the expenditure of the funds appropriated to the FCCVC pursuant to Section 4 of this Agreement and on the general operations of the FCCVC. Specifically, the FCCVC mustshall provide an annual report to the Board of Supervisors and the
County Executive by no later than March 1 of each year following the effective date of this Agreement, and the FCCVC mustshall provide a semi-annual report to the Board of Supervisors and the County Executive by no later than September 1 of each year following the effective date of this Agreement. Those written reports mustshall contain the financial information specified by the County Executive and a summary of FCCVC's tourism promotion, event management and local community programming activities. In addition to those reports, upon written notification to the FCCVC, the County Executive or the designated agent of the County Executive shall have the right to audit the disposition of all public funds received and disbursed by the FCCVC. Any such audit shall be done at the expense of the County.

B. The FCCVC mustshall allocate a reasonable portion of the revenues appropriated to the FCCVC by the Board of Supervisors to provide a managed reserve that can provide funding for tourism promotion in the event of a decline in the revenues generated by the additional transient occupancy tax authorized by Virginia Code § 58.1-3824.

C. The County shall provide quarterlyannual reports to the FCCVC beginning with Fiscal Year 2005, and those reports will provide an accounting of the revenues collected from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, provided, however, that all such reports shall contain statistical information and not information prohibited from disclosure pursuant to Virginia Code § 58.1-3.

13. Effective date and term of Agreement. Following the execution of this Agreement by the designated representatives of the FCCVC and the Board of Supervisors, this Agreement willshall become effective on the date of signing, and this Agreement shall continue in effect unless terminated in accordance with the terms hereof, amended by the Parties, or superseded by Virginia law.

14. Amendments. — This Agreement shall not be modified except by the express written consent of the Parties.

15. Termination. This Agreement may be terminated by either Party upon the presentation of notice of termination in accordance with Section 16; provided, however, that notice of termination shall be given at least 360 days prior to the actual termination date. Also, this Agreement shall be terminated without 360 days' notice and without further action by either

Party upon (1) the dissolution of the FCCVC or (2) the failure of the FCCVC to meet the requirements of Section 6 of this Agreement concerning its nonprofit status and the location of its offices within the geographic boundaries of the County.

16. Notices. — Any notices or correspondence concerning the rights and responsibilities of the Parties from one Party to the other shall be in writing and shall be delivered either by hand or by postpaid delivery to the County Executive at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035, and to the County Attorney at 12000 Government Center Parkway, Suite 549, Fairfax, Virginia 22035, if to the County, and to the Registered Agent of the FCCVC, if to the FCCVC. Delivery under this Section may be made by leaving the notice with the person in charge of the office of any person identified above. Either Party, by written notice to the other Party, may designate a different address for such notices to be provided.

17. Severability. — The provisions of this Agreement are severable. If any provision of this Agreement if sound to be void by a court of competent jurisdiction, then the remaining provisions shall remain enforceable to the fullest extent~~d~~ permitted by law, unless the Agreement cannot be enforced without the void provision or provisions.

18. Virginia law. — This Agreement shall be governed in all respects by Virginia law.

19. Copies. — Each Party shall have a fully executed copy of this Agreement, and each copy shall be considered an original.

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION, a/k/a Visit Fairfax, a Virginia nonstock corporation

_____

Barry H. Biggar~~Mark G. Carrier~~, ~~Chairman~~President and CEO

_____

Date

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing Agreement was acknowledged before me on this ____ day of _____, 20~~08~~26, by ~~Mark G. Carrier~~Barry H. Biggar on behalf of the Fairfax County Convention and Visitors Corporation, a/k/a Visit Fairfax, a Virginia nonstock corporation.

_____

Notary Public

My Commission expires: My Registration No.:

_____ _____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

_____

~~Gerald E. Connolly~~Jeffrey C. McKay, Chairman

_____

Date

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing Agreement was acknowledged before me on this ____ day of _____, 2026~~08~~, by Jeffrey C. McKay~~Gerald E. Connolly~~ on behalf of the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

_____
Notary Public

My Commission expires:

_____

My Registration No.:

_____

SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ANDAGREEMENT BETWEEN FAIRFAX COUNTY, VIRGINIA, AND THE FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION

This Memorandum of Understanding and Agreement, by and between the Board of Supervisors of Fairfax County, Virginia, the governing body of a political subdivision of the Commonwealth of Virginia, and the Fairfax County Convention and Visitors Corporation, a private, nonprofit corporation established under the laws of the Commonwealth of Virginia, is for the purpose of defining the relationship between both parties and for the purpose of meeting the requirements of Virginia Code § 58.1-3824.

WHEREAS, Fairfax County, Virginia, is a political subdivision of the Commonwealth of Virginia, and the Board of Supervisors of Fairfax County is the governing body of that County; and

WHEREAS, pursuant to Virginia Code § 58.1-3819 the County may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days; and

WHEREAS, if the Board of Supervisors imposes a transient occupancy tax rate greater than two percent of the amount of the total price paid for the use or possession of any room or space occupied, then the Board must appropriate the revenues from that additional transient occupancy tax in accordance with the provisions of Virginia Code §§ 58.1-3824 and -3819; and WHEREAS, among other things, Virginia Code § 58.1-3824 provides that no more than

75 percent of the revenues of the tax authorized by Virginia Code § 58.1-3824 may be designated for and appropriated by the Board of Supervisions for tourism promotion, as therein defined and that the remaining portion of such revenues shall be designated for and appropriated to a nonprofit convention and visitors bureau located in Fairfax County, Virginia; and

WHEREAS, on April 2, 2004, the Virginia State Corporation Commission granted a corporate charter to the Fairfax County Convention and Visitors Corporation, which was established by its incorporators as a private, nonstock corporation under Virginia Code §§ 13.1- 801, *et seq*., for the purpose of operating as a nonprofit corporation pursuant to 26 U.S.C. § 501(c)(6) and as a nonprofit convention and visitors bureau that would be eligible to receive funds pursuant to Virginia Code § 58.1-3824; and

WHEREAS, in 2004, the Board of Supervisors of Fairfax County adopted an ordinance imposing the additional transient occupancy tax authorized by Virginia Code § 58.1-3824; and

WHEREAS, in 2025 the Board of Supervisors adopted an ordinance increasing the transient occupancy tax already imposed under Virginia Code 58.1-3819 from two percent to four percent, one percent of which must be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism

industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality; and

WHEREAS, the Fairfax County Convention and Visitors Corporation was incorporated to be the designated nonprofit convention and visitors bureau that receives the revenues appropriated pursuant to Virginia Code § 58.1-3824 and continues to serve as Fairfax County's designated marketing organization; now, in consideration of the foregoing, the Board of Supervisors of Fairfax County and the Fairfax County Convention and Visitors Corporation enter into the following Second Amended and Restated Memorandum of Understanding and Agreement concerning the appropriation and expenditure of revenues designated for tourism promotion.

1. **Name**. — This Second Amended and Restated Memorandum of Understanding and Agreement shall be known as the Convention and Visitors' Bureau Agreement (hereinafter "Agreement").

2. **Purposes**. — The purposes of this Agreement are: (1) the promotion of tourism as required by Fairfax County Code; (2) the implementation of the provisions of Virginia Code § 58.1-3824; and (3) the designation of the Fairfax County Convention and Visitors Corporation as the nonprofit entity to receive the funds appropriated in accordance with Virginia Code § 58.1-3824.

3. **Definitions**. — The following words and phrases when used in this Agreement have the meanings respectively ascribed to them in this section except in those instances where the contest clearly indicates a different meaning:

"Agreement" means the Convention and Visitors' Bureau Agreement.

"Board of Directors" means the Board of Directors of the FCCVC.

"Board of Supervisors" means the Board of Supervisors of Fairfax County, Virginia.

"Contract" has the meaning specified by Virginia Code § 2.2-3101.

"County" means Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

"County Executive" means the public official who has been appointed as the administrative head of the County government by the Board of Supervisors pursuant to Virginia Code § 15.2-804 or § 15.2-806.

"FCCVC" means the Fairfax County Convention and Visitors Corporation.

"Fiscal year" means the annual budget year of the County which extends from July 1 of a given calendar year through June 30 of the following calendar year.

"Parties" means the County and the FCCVC.

"Personal interest" has the meaning specified by Virginia Code § 2.2-3101.

"Transaction" has the meaning specified by Virginia Code § 2.2-3101.

"Tourism promotion" has the meaning specified by Virginia Code § 58.1-3824.

4. Board of Supervisors' designation. — The Board of Supervisors hereby: (1) designates the FCCVC as the nonprofit entity to receive those funds to be appropriated in accordance with Virginia Code § 58.1-3824 to a nonprofit convention and visitors bureau to be located in the County; (2) agrees that, for so long as the additional transient occupancy tax authorized by Virginia Code § 58.1-3824 is imposed and this Agreement is in effect, the FCCVC shall be the designated nonprofit convention and visitors bureau referred to in that section of the Virginia Code; and (3) agrees to abide by the terms of this Agreement.

5. FCCVC's acceptance. — The FCCVC hereby agrees: (1) to serve as the designated nonprofit convention and visitors' bureau referred to in Virginia Code § 58.1-3824; (2) to be the recipient of funds to be appropriated in accordance with Virginia Code § 58.1-3824; and (3) to abide by the terms of this Agreement.

6. Nonprofit operations and offices. — At all times while this Agreement is in force and effect, the FCCVC shall operate on a nonprofit basis pursuant to 26 U.S.C. § 501 (c)(6) and Virginia Code § 13.1-801, *et seq.*, and the FCCVC shall maintain its offices within the geographic boundaries of the County.

7. Composition of the Board of Directors. — A. The Board of Directors shall consist of not more than twenty-six members who are nominated and confirmed, who are appointed, or who are designated as an *ex officio* member as follows:

(a) Up to two voting members who are nominated by the Fairfax County Chamber of Commerce and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVCs bylaws;

(b) Up to nine voting members who are approved by the Board of Directors, and confirmed by the Board of Supervisors for the terms of office and in the respective classes provided for in the FCCVCs bylaws;

(c) Up to ten voting members who are residents of the County or who are engaged in tourism or marketing within the County and who shall be appointed by the Board of Supervisors; and

(d) Five nonvoting *ex officio* members who are: (i) the President of the Fairfax County Chamber of Commerce; (ii) the County Executive; (iii) the President and Chief Executive Officer of the Washington Airports Authority; (iv) the President and Chief Executive Officer of the Fairfax County Economic Development Authority; and (v) the Executive Director of the FCCVC.

B. All persons who are nominated and confirmed or appointed pursuant to subsections (a) through (c) of Paragraph A of this Section shall have relevant experience and/or expertise in tourism promotion or in marketing, advertising, financial management, business development, or operations of a tourism or hospitality facility. All persons appointed pursuant to subsections (a) through (c) shall serve for staggered, three-year terms of office, provided, however, that seven of the persons who are initially nominated and confirmed or appointed to the Board of Directors shall serve terms of one year and that seven other persons who are initially

nominated and confirmed or appointed to the Board of Directors shall serve terms of two years. Those persons who serve initial terms of one or two years shall be decided by lot.

8. Conflict of interests. — Any member of the Board of Directors shall disqualify himself or herself from participating in any contract involving the FCCVC if that contract has application solely to property or a business in which that member has a personal interest, but a member may participate in a transaction if he or she is a member of a business, profession, occupation, or group, the members of which are affected by the transaction, and the member discloses his or her personal interest in that transaction. Any such disqualification or disclosure shall include a statement of the personal interest, and all such disclosures shall be made orally and recorded in the records of or shall be filed in writing with the FCCVC to be included in the minutes of the meeting in which the transaction was considered.

9. Virginia Freedom of Information Act; open meetings. — The Parties recognize that the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 through 2.2-3715, applies to any organization or corporation supported wholly or principally with public funds, and so long as the FCCVC is supported wholly or principally with public funds, the FCCVC shall provide notice of its meetings and otherwise comply with the open meeting requirements of the Virginia Freedom of Information Act, and the FCCVC shall provide access to public records in accordance with the requirements of the Virginia Freedom of Information Act.

10. Appropriation of Public Funds. — A. Except as otherwise provided by Section 11 of this Agreement, the Board of Supervisors agrees to appropriate annually to the FCCVC those revenues that are required to be appropriated to a nonprofit convention and visitors' bureau by Virginia Code § 58.1-3824, and the FCCVC agrees to provide tourism promotion services for the benefit of the County in return for receipt of those funds.

B. Each fiscal year, the Board of Supervisors shall appropriate funds to the FCCVC that are equivalent to twenty-five percent of the estimated receipts from the additional two percent transient occupancy tax authorized by Virginia Code § 58.1-3824, and those funds shall be disbursed to the FCCVC within sixty days following the beginning of the new fiscal year. As part of the annual Third Quarter Budget Review, the County shall advise the FCCVC of any adjustment needed to the amount appropriated to the FCCVC in the previous fiscal year so that the funds given to the FCCVC equal twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824. Any shortfall between the funds previously appropriated and twenty-five percent of the actual collections from the additional transient occupancy tax shall be paid by the County to the FCCVC within thirty days from the date of notification of the adjustment. If the public funds appropriated and disbursed to the FCCVC exceed twenty-five percent of the actual collections from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, then , at the County Executive’s discretion, the FCCVC shall repay that amount to the County within thirty days from the date of notification of the adjustment or the amount owed will not be immediately refunded to the County but it will be reflected in the FCCVC financial statements.

C. In addition to the requirements of Virginia Code § 58.1-3824, the Board of Supervisors also agrees to consider the appropriation of other public funds to the FCCVC each fiscal year as may be in the public interest and appropriate pursuant to Virginia Code §§ 15.2-940, 15.2-1204, and 58.1-3819. In computing the adjustments between the funds appropriated based on revenue estimates and the actual collection of the additional transient occupancy tax revenues, as described in Paragraph B of this Section, the Parties shall not consider any public funds in excess of the requirements of Virginia Code § 58.1-3824 that may have been appropriated to the FCCVC in the preceding fiscal year pursuant to Code §§ 15.2-940 and -1204.

11. Limitation on the future appropriation of funds; no debt; no obligation to impose tax. — The Parties specifically agree and understand that Section 10 does not obligate the Board of Supervisors in future years to impose the additional transient occupancy tax authorized by Virginia Code §§ 58.1-3824 or -3819 and that this Agreement does not constitute a debt of the County. The Parties further agree that if the Board of Supervisors subsequently decides to repeal that additional transient occupancy tax that has been imposed pursuant to Fairfax County Code § 4-13-2(b), then any obligation to appropriate funds to the FCCVC under this Agreement will be terminated.

12. Use of revenues appropriated to the FCCVC; reports. — A. The FCCVC must utilize those funds appropriated to it by the Board of Supervisors for tourism promotion initiatives including event management and local community programming. The FCCVC will provide regular written reports on the expenditure of the funds appropriated to the FCCVC pursuant to Section 4 of this Agreement and on the general operations of the FCCVC. Specifically, the FCCVC must provide an annual report to the Board of Supervisors and County Executive by no later than March 1 of each year following the effective date of this Agreement, and the FCCVC must provide a semi-annual report to the Board of Supervisors and the County Executive by no later than September 1 of each year following the effective date of this Agreement. Those written reports must contain the financial information specified by the County Executive and a summary of FCCVC's tourism promotion, event management and local community programming activities. In addition to those reports, upon written notification to the FCCVC, the County Executive or the designated agent of the County Executive shall have the right to audit the disposition of all public funds received and disbursed by the FCCVC. Any such audit shall be done at the expense of the County.

B. The FCCVC must allocate a reasonable portion of the revenues appropriated to the FCCVC by the Board of Supervisors to provide a managed reserve that can provide funding for tourism promotion in the event of a decline in the revenues generated by the additional transient occupancy tax authorized by Virginia Code § 58.1-3824.

C. The County shall provide annual reports to the FCCVC and those reports will provide an accounting of the revenues collected from the additional transient occupancy tax authorized by Virginia Code § 58.1-3824, provided, however, that all such reports shall contain statistical information and not information prohibited from disclosure pursuant to Virginia Code § 58.1-3.

13. Effective date and term of Agreement. Following the execution of this Agreement by the designated representatives of the FCCVC and the Board of Supervisors, this Agreement will become effective on the date of signing, and this Agreement shall continue in effect unless terminated in accordance with the terms hereof, amended by the Parties, or superseded by Virginia law.

14. Amendments. — This Agreement shall not be modified except by the express written consent of the Parties.

15. Termination. This Agreement may be terminated by either Party upon the presentation of notice of termination in accordance with Section 16; provided, however, that notice of termination shall be given at least 360 days prior to the actual termination date. Also, this Agreement shall be terminated without 360 days' notice and without further action by either Party upon (1) the dissolution of the FCCVC or (2) the failure of the FCCVC to meet the requirements of Section 6 of this Agreement concerning its nonprofit status and the location of its offices within the geographic boundaries of the County.

16. Notices. — Any notices or correspondence concerning the rights and responsibilities of the Parties from one Party to the other shall be in writing and shall be delivered either by hand or by postpaid delivery to the County Executive at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035, and to the County Attorney at 12000 Government Center Parkway, Suite 549, Fairfax, Virginia 22035, if to the County, and to the Registered Agent of the FCCVC, if to the FCCVC. Delivery under this Section may be made by leaving the notice with the person in charge of the office of any person identified above. Either Party, by written notice to the other Party, may designate a different address for such notices to be provided.

17. Severability. — The provisions of this Agreement are severable. If any provision of this Agreement if sound to be void by a court of competent jurisdiction, then the remaining provisions shall remain enforceable to the fullest extent permitted by law, unless the Agreement cannot be enforced without the void provision or provisions.

18. Virginia law. — This Agreement shall be governed in all respects by Virginia law.

19. Copies. — Each Party shall have a fully executed copy of this Agreement, and each copy shall be considered an original.

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION, a/k/a Visit Fairfax, a Virginia nonstock corporation

_____
Barry H. Biggar, President and CEO

_____
Date

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing Agreement was acknowledged before me on this ____ day of _____, 2026, by Barry H. Biggar on behalf of the Fairfax County Convention and Visitors Corporation, a/k/a Visit Fairfax, a Virginia nonstock corporation.

_____
Notary Public

My Commission expires:

_____

My Registration No.:

_____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

_____
Jeffrey C. McKay, Chairman

_____
Date

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing Agreement was acknowledged before me on this ____ day of _____, 2026, by Jeffrey C. McKay on behalf of the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia.

_____
Notary Public

My Commission expires:

_____

My Registration No.:

_____

Board Agenda Item
October 13, 2026

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Lester Escalante v. Officer Charles Duckett and Officer Edwin Leyton,* Case No. 1:26-cv-02118 (E.D. Va.)

2. *Lester Escalante v. Officer Charles Duckett and Officer Edwin Leyton,* Case No. CL-2026-11705 (Fx. Co. Cir. Ct.)

3. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Peter Komorowski,* Case No. GV26-07683 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

4. *Jay Riat, Building Official for Fairfax County, Virginia v. Antonio Rivas, and Leonidas Rivas,* Case No. CL-2026-0008926 (Fx. Co. Cir. Ct.) (Franconia District)

5. *Jay Riat, Building Official for Fairfax County, Virginia v. Griselda G. Fernandez,* Case No. CL-2025-0014759 (Fx. Co. Cir. Ct.) (Mason District)

6. *Jay Riat, Building Official for Fairfax County, Virginia v. Yamil Deybi Rocha Belmonte,* Case No. GV26-22685 (Fx. Co. Gen. Dist. Ct.) (Mason District)

7. *Andrew B. Hushour, Fairfax County Zoning Administrator, and Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v.*

Leonard K. Early Leith, and Susan L. Early, Case No. CL-2026-0012408 (Fx. Co. Cir. Ct.) (Mount Vernon District)

8. *Jay Riat, Building Official for Fairfax County, Virginia v. Amy Yuhasz, and James Robert Kirkland Stubbs,* Case No. GV26-21357 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Hooshang Roohani,* Case No. GV26-01600 (Fx. Co. Gen. Dist. Ct.) (Providence District)

10. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Hooshang Roohani,* Case No. GV26-03154 (Fx. Co. Gen. Dist. Ct.) (Providence District)

11. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Hooshang Roohani,* Case No. GV26-03157 (Fx. Co. Gen. Dist. Ct.) (Providence District)

12. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Michael A. Ficco, and Pamela G. Ficco,* Case No. CL-2025-0003536 (Fx. Co. Cir. Ct.) (Springfield District)

13. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Joseph McLoughlin,* Case No. CL-2026-0006062 (Fx. Co. Cir. Ct.) (Springfield District)

14. *Jay Riat, Building Official for Fairfax County, Virginia v. Maysa K. Moulhem,* Case No. CL-2026-0014722 (Fx. Co. Cir. Ct.) (Springfield District)

15. *Jay Riat, Building Official for Fairfax County, Virginia v. MHC Meadows of Chantilly, LLC.,* Case No. CL-2026-0001071 (Fx. Co. Cir. Ct.) (Sully District)

16. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Asrat Betew Lule,* Case No. CL-2021-0011872 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
October 13, 2026

3:00 p.m.

Public Hearing to Receive Comment from Residents on the Proposed State and Federal Legislative Program

ISSUE:
Public hearing to receive comments from residents on the proposed Board of Supervisors State and Federal legislative program that will direct work done during calendar year 2027 for the 2027 Session of the Virginia General Assembly and 120th Congress. County staff will also apply for federal grants based on the final State and Federal Legislative program adopted by the Board. Public comments received will be used to inform the Board of Supervisor's Legislative Committee as it considers the County's legislative needs and opportunities and maintain a program of priority requests.

TIMING:
Immediate. Feedback from this public hearing will inform the program to be presented at the December 1, 2026 Legislative Committee and then forwarded to the Board for final adoption at the December 8, 2026 Board of Supervisors meeting. This timing allows for final adoption in advance of the Virginia General Assembly session that convenes January 13, 2027, and is scheduled to adjourn on February 27, 2027.

BACKGROUND:
The draft state and federal legislative program contains the Board of Supervisor's recommended legislative priorities and position statements for the County at the 2027 Session of the Virginia General Assembly. After adoption by the Board, final versions of these documents will be available online (see Attachment 1) under "2027 Board Legislative Reports." The Legislative Committee will meet throughout the Session to monitor legislation and budget actions, and the Board will adopt formal positions at regular Board meetings.

Draft federal funding priorities are also developed as part of the Legislative Committee process and will guide the County's work during the 120th Congressional session.

EQUITY IMPACT:
The County's Legislative Program sets the County's state and federal legislative priorities and positions, which connect to many of the 17 areas of focus in the One

Fairfax policy, including education, housing, the environment, health and human services, and transportation. In addition to the Legislative Program, County staff review individual bills during the General Assembly session and bring bills to the Legislative Committee of the Board of Supervisors for consideration. As part of this bill review, staff consider the equity implications of the legislation.

ENCLOSED DOCUMENTS:
Attachment I – Draft Fairfax County Legislative Program for the 2027 Virginia General Assembly

The proposed Legislative Program will be made available online under 2027 Board Legislative Reports by close of business October 8, 2026, at https://www.fairfaxcounty.gov/boardofsupervisors/.

STAFF:
Bryan J. Hill, County Executive
Jennifer Van Ee, Legislative Director

Board Agenda Item
October 13, 2026

3:30 p.m.

Public Hearing on SE-2026-BR-00007 (Extra Space Properties 124 LP) to Allow an Increase in the Maximum Permitted Floor Area Ratio (FAR) and a Residence for Manager or Employee, Located on Approximately 4.22 Acres of Land Zoned I-5 (Braddock District)

This property is located in the Braddock District. Tax Map 77-3 ((1)) 12

PLANNING COMMISSION RECOMMENDATION:
On September 16, 2026, the Planning Commission voted 10-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting) to defer the public hearing for SE-2026-BR-00007 to a date certain of September 23, 2026.

On September 23, 2026, the Planning Commission voted 9-0 (Commissioners Hancock, Sargeant and Wang were absent from the meeting) to recommend to the Board of Supervisors approval of the following:

- SE-2026-BR-00007, subject to the proposed development conditions consistent with those dated September 9, 2026;
- Modification of the transitional screening requirement along the southern and eastern lot lines pursuant to subsection 5108.6 of the Zoning Ordinance;
- Waiver of the barrier requirement along the eastern lot line pursuant to subsection 5108.6 of the Zoning Ordinance;
- Modification of the major paved trail requirement pursuant to subsection 8100.7.E of the Zoning Ordinance; and
- Modification of the 40-foot building front setback requirement pursuant to subsection 5100.2.D(1)(f) of the Zoning Ordinance.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

Board Agenda Item
October 13, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Brandon McCadden, Planner, ZED, DPD

Board Agenda Item
October 13, 2026

3:30 p.m.

Public Hearing on PCA-2003-PR-022-04/ CDPA-2003-PR-022-002(RZPA-2025-PR-00099) (Victor Vienna R35 LC) to Amend the Proffers and Conceptual Development Plan for RZ-2003-PR-022, Previously Approved for Residential Mixed-Use Development, to Permit Associated Modifications to Proffers and Site Design for a Residential Mixed-Use Development at a Maximum Density of 2.24 Floor Area Ratio (FAR), Located on 1.83 Acres of Land Zoned PRM (Providence District)

This property is located within one-quarter mile of the Vienna Metrorail station and is bound to the N. by Sprague Ave., to the E. by Royal Victoria Dr., to the S. by Bastille St., and to the W. by Hammersmith Ln. Tax Map Map 48-3 ((56)) 2.

PLANNING COMMISSION RECOMMENDATION:
On September 30, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- PCA-2003-PR-022-04 and its accompanying Conceptual Development Plan, subject to proffers consistent with those dated September 29, 2026;
- Adoption of the proposed ordinance amending the Zoning Ordinance, reflecting approval of these applications; and
- Modification to the required loading spaces pursuant to subsection 6101.3.A of the Zoning Ordinance to that shown on the CDPA/FDPA.

In a related action, the Planning Commission voted 12-0 to approve FDPA-2003-PR-022-03.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

Board Agenda Item
October 13, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Brandon McCadden, Planner, ZED, DPD

Board Agenda Item
October 13, 2026

3:30 p.m.

Public Hearing on RZ-2025-DR-00021 (Sekas Homes, Ltd) to Rezone from R-1 to PDH-2 to Permit the Development of 13 Dwelling Units with an Overall Density of 1.97 Dwelling Units Per Acre (du/ac) and Consider the Conceptual Development Plan, Located on 6.58 Acres of Land (Dranesville District)

This property is located in the Dranesville District. Tax Map 19-3 ((1)) 19.

PLANNING COMMISSION RECOMMENDATION:
On September 30, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-DR-00021 and the accompanying CDP, subject to the execution of proffers consistent with those contained in the Staff Report ;
- Adoption of the proposed ordinance amending the Zoning Ordinance, reflecting approval of these applications; and
- A waiver of the service drive requirement along Leesburg Pike (Route 7).
  In a related action, the Planning Commission voted 12-0 to approve FDP-2025-DR-00021, subject to the Board's approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
October 13, 2026

4:00 p.m.

Public Hearing on AF-2026-DR-00001 (Orchard Spring) to Permit the Creation of an Agricultural and Forestal District, Located on 33.77 Acres of Land Zoned R-E (Dranesville District)

This property is located at 8548, 8570 Old Dominion Dr.; 8407, 8501 Georgetown Pike, Mclean, 22102. Tax Map 20-1 ((1)) 33Z, 34Z, 35Z, 36Z, 58Z, 77Z.

PLANNING COMMISSION RECOMMENDATION:
On September 16, 2026, the Planning Commission voted 10-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting) to recommend that the Board of Supervisors adopt a district ordinance reestablishing the Orchard Spring Local Agricultural and Forestal District, to be codified in Appendix F of the County Code, as proposed in AF 2026-DR-00001, pursuant to Chapter 44 of Title 15.2 of the Code of Virginia and Chapter 115 of the Fairfax County Code, as set forth in the Staff Report dated September 1, 2026.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sophia Fisher, Planner, ZED, DPD

Board Agenda Item
October 13, 2026

4:00 p.m.

Public Hearing on AF-2026-DR-00002 (Cornfield) to Permit the Creation of an Agricultural and Forestal District, Located on 27.82 Acres of Land Zoned R-E (Dranesville District)

This property is located at 9600 Arnon Chapel Rd., Great Falls, 22066. Tax Map 8-3 ((1)) 53Z1 and 54Z1.

PLANNING COMMISSION RECOMMENDATION:
On September 16, 2026, the Planning Commission voted 10-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting) to recommend that the Board of Supervisors adopt a district ordinance reestablishing the Cornfield Local Agricultural and Forestal District, to be codified in Appendix F of the County Code, as proposed in AF 2026-DR-00002, pursuant to Chapter 44 of Title 15.2 of the Code of Virginia and Chapter 115 of the Fairfax County Code, as set forth in the Staff Report dated September 1, 2026.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sophia Fisher, Planner, ZED, DPD

Board Agenda Item
October 13, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA-2023-III-4UP, Discovery Square in Land Unit D-3, Dulles Suburban Center (Sully District)

ISSUE:
Site Specific Plan Amendment (SSPA) 2023-III-4UP proposes to amend the Comprehensive Plan recommendations for Tax Map Parcel 24-4 ((1)) 6C1 located in Land Unit D-3 within the Dulles Suburban Center. The adopted Comprehensive Plan recommends high-quality, campus-style office uses, up to 1.0 FAR, with optional training or hotel/conference uses. As another option, the area is planned for mixed-use development up to 0.70 FAR, with a mix of retail, office, and residential uses. The proposed Plan amendment would add a third option to allow a mix of residential and retail uses up to 0.8 FAR.

PLANNING COMMISSION RECOMMENDATION:
On September 9, 2026, the Planning Commission voted 9-0 (Commissioners Bennett, Batchelor-Causey, and J. Thomas were absent from the meeting) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment SSPA 2023-III-4UP, found on pages 16 and 17 of the staff report dated August 19, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing – September 9, 2026, at 7:30 p.m.
Board of Supervisors Public Hearing – October 13, 2026, at 4:00 p.m.

BACKGROUND:
On April 11, 2023, as part of the 2023 SSPA cycle, the Board of Supervisors authorized SSPA 2023-III-4UP for Tax Map Parcel 24-4 ((1)) 6C1 in the Dulles Suburban Center. The adopted Comprehensive Plan recommends high-quality, campus-style office uses, up to 1.0 FAR, with optional training or hotel/conference uses. As another option, the area is planned for mixed-use development up to 0.70 FAR, with a mix of retail, office, and residential uses. This Plan amendment proposes adding an option to allow a mix of residential and retail uses up to 0.8 FAR.

Board Agenda Item
October 13, 2026

On February 4, 2025, the Board updated the authorization to consider multifamily residential and retail uses at an intensity up to 0.8 FAR on Tax Map Parcel 24-4 ((1)) 6C1.

EQUITY IMPACT:
The proposed Plan amendment would expand housing opportunities within a mixed-use area. Residential proposals would be expected to meet the Affordable Dwelling Unit (ADU) Ordinance and Workforce Dwelling Unit (WDU) Policy, including expectations related to the number, distribution, and affordability levels of units. The proposal aligns with One Fairfax Policy Areas of Focus 2, 11, and 14 by providing housing opportunities, a mix of land uses that provides access to amenities and services, and pedestrian and bicycle connections that support multimodal mobility. A community meeting was held on April 29, 2025, where attendees expressed support for the proposed park space and the opportunity for community-serving retail.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
The Planning Commission Meetings Video Archive is available online at:
https://video.fairfaxcounty.gov/ViewPublisher.php?view_id=10hive - Fairfax County, Virginia

The Planning Commission action is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-III-4UP has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD
Samantha Archibald, Planner, Monitoring & Plan Development Branch, PD, DPD

Board Agenda Item
October 13, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2024-II-1FC, Fairfax Center Area Land Unit K Planning Study (Springfield District)

ISSUE:
Plan Amendment (PA) 2024-II-1FC proposes to amend the Comprehensive Plan recommendations for Fairfax Center Area Land Unit K to add a mixed-use redevelopment option and framework subject to specific considerations. The amendment constitutes the second phase of a planning study which was authorized on June 25, 2024. The initial Phase I considered site-specific land use changes for two sites and sewer capacity enhancements to serve the broader area; Phase I was adopted by the Board on November 18, 2025. The subject Phase II study and amendment proposes a mixed use land use framework for the land unit recommending residential, office, hotel, retail, and self-storage uses, and emphasizing coordinated site design, open space, transportation improvement, interparcel access and supporting infrastructure. Changes are also proposed to the Transportation Plan Map, including the street grid within the Land Unit.

PLANNING COMMISSION RECOMMENDATION:
On September 24, 2026, the Planning Commission voted 10-0 (Commissioner Sargeant and Clarke were absent from the meeting) to recommend to the Board of Supervisor the adoption of Plan Amendment 2024-II-1FC, as shown in the staff report dated September 3, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendations.

TIMING:
Planning Commission Public Hearing – September 24, 2026, at 7:30 PM
Board of Supervisors' Public Hearing – October 13, 2026, at 4:00 PM

BACKGROUND:
On April 11, 2023, the Board of Supervisors authorized the consideration of site-specific Plan amendments (SSPAs) for Fair Oaks Business Park (SSPA 2023-III-2FC) and

Fairfax Ridge Road (SSPA 2023-III-3FC), both of which are located within Land Unit K of the Fairfax Center Area in the Springfield Supervisor District. During the review of the two site-specific amendments, critical infrastructure needs for the sites and broader area were identified, including a critical sewer capacity issue given that the sites are served by two pump stations which are currently operating at maximum capacity and do not currently have sufficient capacity to accommodate residential use. At the same time, several other proposals for future redevelopment within the land unit were proposed by other nominators, indicating a comprehensive land use and infrastructure assessment for the broader area warranted.

On June 25, 2024, the Board authorized a planning study for the entirety of Fairfax Center Area Land Unit K (PA 2024-II-1FC) to allow for a comprehensive planning analysis that would address sewer capacity enhancements for future redevelopment potential in the whole land unit. The study was phased to allow the original SSPAs to proceed with commitments to upgrade the sewer pump stations to accommodate the full buildout of the land unit as envisioned in the broader study. Phase I of the study was adopted by the Board on November 18, 2025, allowing residential mixed-use options on the two SSPA sites and updating land unit recommendations for sewer enhancements and transportation improvements. Phase II of the study, which includes a comprehensive assessment of land use, transportation, and parks, is the subject of this Board item. This planning study introduces a new land use framework for the land unit that recommends up to 3,080 residential units (an increase of 1,341 units), 45,639 square feet of retail use (an increase of 21,000 square feet), and 481,867 square feet of office use (a reduction of 680,254 square feet). Hotel and self-storage uses may be considered in lieu of office uses. Additional recommendations for parks, transportation, and placemaking have also been provided. Land Unit K is currently planned at the baseline for office use up to 0.25 FAR and at the overlay for office use up to 0.50 FAR.

EQUITY IMPACT:
The Plan amendment supports One Fairfax Policy Areas of Focus #2 and 11 which encourage a full spectrum of housing opportunities across the county and a quality built environment especially in mixed use areas with accessibility to multiples modes of transportation.

The Plan amendment creates potential for thousands of new residential units in a variety of housing options such as additional market rate townhomes and multifamily units. New residential units could generate new affordable units that could address the community’s growing housing need. Development would also create residential opportunities in an area containing employment opportunities within walking distance and increased vehicular and pedestrian connections to the City of Fairfax and to the I-66 trail networks and Route 50. Additionally, the proposed land use framework creates

new open spaces and parks and community serving retail to support health and quality of life for all community members.

The Plan amendment process included two community meetings and a presentation to the Springfield Land Use Committee during Phase I. Phase II included two community meetings, with a presentation to the Springfield Land Use Committee scheduled for September 21, 2026. The community meetings generally expressed support for additional housing and raised concerns regarding the projected traffic impact and pedestrian connectivity within the area which was addressed by FCDOT. The Plan amendments were advertised for comment and feedback on the County website, email listserv, and Facebook.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
The Planning Commission Meetings Video Archive are available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission Actions are accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for PA 2024-II-1FC has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, AICP, Director, Department of Planning and Development (DPD)
Kelly Atkinson, AICP, Director, Planning Division (PD), DPD
Graham Owen, AICP, Branch Chief, Policy & Plan Development Branch, PD, DPD
Sahar Hamdard, Planner II, Policy & Plan Development Branch, PD, DPD

Board Agenda Item
October 13, 2026

4:00 p.m.

Public Hearing on Proposed Site Specific Plan Amendment 2023-II-2F (Phase I), Fairfax Center Area Sub-Units J1 and J2 Planning Study (Braddock District)

ISSUE:
Site Specific Plan Amendment (SSPA) 2023-II-2F proposes to amend the Comprehensive Plan recommendations for Fairfax Center Area Sub-units J1 and J2 to add site-specific options for residential use and self-storage use. The amendment constitutes the first of two phases of planning studies in the study area. The intent of the Phase I review is to cumulatively consider the following amendments:

- 4035 Ridge Top Road (Tax Map Parcel 56-2 ((1)) 36): Consider a redevelopment option for residential use consisting of single-family attached and stacked townhouses at a density up to 20 dwelling units per acre (du/ac) with specific considerations to include the relationship of residential use to the surrounding office uses, transportation network, public facilities, and adequate open spaces. The site currently contains an eight-story office building and structured and surface parking.

- 11301 Route 50 (Tax Map Parcel 56-2 ((1)) 29A): Consider a redevelopment option for self-storage use with an intensity of up to 0.70 Floor Area Ratio (FAR), with specific considerations for site access, high-quality architecture, and open spaces. The site is currently vacant.

The second phase of the study, which will consist of a broader review of the whole Sub-units J1 and J2, is anticipated to proceed once other property owners in the area are ready to consider land use changes.

PLANNING COMMISSION RECOMMENDATION:
On September 24, 2026, the Planning Commission voted 10-0 (Commissioner Sargeant and Clarke were absent from the meeting) to recommend to the Board of Supervisor the adoption of Plan Amendment SSPA 2023-II-2F (Phase I), as shown in the Planning Commission handout dated September 24, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendations.

Board Agenda Item
October 13, 2026

TIMING:
Planning Commission Public Hearing – September 24, 2026, at 7:30 PM
Board of Supervisors' Public Hearing – October 13, 2026, at 4:00 PM

BACKGROUND:
On April 11, 2023, the Board of Supervisors authorized the consideration of a small planning study (SSPA 2023-II-2F) for Sub-units J1 and J2 of the Fairfax Center Area in the Braddock Supervisor District. The study was intended to evaluate the mix of uses and allowable densities in the area, including specifically for a site southwest of the intersection of Waples Mill Road and Route 50 (11301 Route 50), which was nominated though the 2023 Site-Specific Plan Amendment process. In the course of the review, representatives for two property owners (4035 Ridge Top Road and 11301 Route 50), requested site-specific land use changes to facilitate future development applications. Other sites in the study area, including the Fairfax Court Shopping Center, have long-term interest in land use changes; however, there are no specific proposals at this time.

On April 14, 2026, the Board re-authorized the study into a two-phase approach to evaluate the mix of uses and allowable densities/intensities with specific consideration for future land uses, open spaces, transportation network, and supporting infrastructure for the Fairfax Center Suburban Center Sub-units J1 and J2. This allows consideration of the two near-term proposals subject to this Board item (4035 Ridge Top Road and 11301 Route 50) to proceed as an initial phase of study, while keeping the larger study on the Work Program should circumstances warrant reconsideration in the future.

The Phase I study considers two site-specific options, single-family attached and stacked townhouse residential use at a density up to 20 du/ac (dwelling unit per acre) at 4035 Ridge Top Road, and self-storage use with an intensity of up to 0.70 FAR at 11301 Route 50. The Plan also includes recommendations related to compatible transitions, pedestrian facilities, transportation improvements and provision of park space. These site-specific options are located in Sub-unit J1 which is currently planned at the baseline for office use up to 0.15 FAR and at the overlay for office up to 0.70 FAR.

EQUITY IMPACT:
The Plan amendment supports One Fairfax Policy Areas of Focus #2 and 11 which encourage a full spectrum of housing opportunities across the county and a quality built environment especially in mixed use areas with accessibility to multiples modes of transportation.

The Plan amendment creates a new residential option of market rate single-family attached and stacked townhomes. New residential units could generate new affordable units that could address the community's growing housing need. Development of the sites would create residential and employment opportunities within walking distance of each other and increased pedestrian and bicycle infrastructure, facilitating mobility access and multimodal connection. Additionally, new Plan recommendations create new parks and recreational open space; support community-serving retail, services and social opportunities; and ensure compatibility with the surrounding residential neighborhoods which in turn support health and quality of life for all community members.

The Plan amendment process included two community meetings and two presentations to the Braddock Land Use Committee. One presentation to the Braddock Land Use Committee has been conducted, and the second is scheduled for September 15, 2026. The community meetings have varied, however consistent feedback was provided regarding the projected traffic impact, parking, pedestrian connectivity and crosswalks within the area which were addressed by FCDOT. The Plan amendment was advertised for comment and feedback on the County website, email listserv, and Facebook.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Handout

The Planning Commission Meetings Video Archive are available at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission Actions are accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-II-2F (Phase I) has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

Board Agenda Item
October 13, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, AICP, Director, Department of Planning and Development (DPD)
Kelly Atkinson, AICP, Director, Planning Division (PD), DPD
Graham Owen, AICP, Chief, Policy & Plan Development Branch, PD, DPD
Sahar Hamdard, Planner II, Policy & Plan Development Branch, PD, DPD

Attachment I

Planning Commission Handout
Plan Amendment 2023-II-2F (Phase I) – Fairfax Center Area Sub-units J1 and J2
September 24, 2026

PROPOSED MODIFICATIONS

The following proposed text is based on the staff report for Plan Amendment 2023-II-2F (Phase I) dated September 3, 2026. Draft modifications to the staff report are shown in **highlighted bold font**.

"……

- A multi-story structure up to a maximum height of ~~**65**~~ **50** feet.

……

- Ground floor non-residential uses ~~**that activate the street frontage should be provided**~~ along Waples Mill Road **should activate the street frontage and include opportunities for artist studios and maker spaces, or other community-serving uses, and should be oriented toward a courtyard or linear park that facilitates community interaction. Site design should incorporate placemaking features, such as street furniture** and ~~**may include plaza spaces,**~~ transparent building façades, ~~**or other design elements that enhance the pedestrian environment**~~ and contribute to the gateway context. **Landscaping and trees should provide shade and buffer the gathering areas from surrounding roads.**"

Board Agenda Item
October 13, 2026

4:30 p.m.

Public Hearing on a Proposal to Vacate and Abandon a Portion of Forest Hill Drive (Braddock District)

ISSUE:
Public hearing on a proposal to vacate and abandon a portion of Forest Hill Drive south of the intersection of Forest Hill Drive and Warren Lane.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached Vacation Ordinance (Attachment 3) and Order of Abandonment (Attachment 4) of the subject right-of-way.

TIMING:
On September 15, 2026, the Board authorized advertisement of the public hearing for the vacation and abandonment of the proposed right-of-way, to be held on October 13, 2026, at 4:30 p.m.

BACKGROUND:
The applicant, James Blevins, is requesting that a portion of Forest Hill Drive be vacated under *§15.2-2272(2)* and abandoned under *§33.2-909 of the Virginia Code*. The applicant is seeking to vacate the right of way to gain ownership of the driveway that is used to access their property and avoid the possibility of the right of way being used for access to the large Trinity School property to the south. The Trinity School has written a letter to Mr. Blevins indicating that they do not object to his proposal.

The subject portion of Forest Hill Drive, south of the intersection of Forest Hill Drive and Warren Lane, is improved with a gravel driveway that is used solely by Mr. Blevins to access his home and property. The subject vacation area was dedicated for public street purposes by Deed of Dedication July 16th, 1957 (Deed Book 1570 Page 572). The subject portion of Forest Hill Drive is not in the VDOT Secondary System of Highways. The subject vacated area would vest in Mr. Blevins pursuant to *§15.2-2274 of the Virginia Code*. The vacation/abandonment would not irreparably harm any properties, no public necessity exists for the continuance of this right of way, the right of way is not necessary for use in the public secondary system, and the right of way has no historic value.

Board Agenda Item
October 13, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Vacation Ordinance
Attachment 4: Order of Abandonment
Attachment 5: Vacation Plat
Attachment 6: Vicinity Map
Attachment 7: Trinity Letter

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT
Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT
Brittany Nixon, Transportation Planner IV, SAS, FCDOT
Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

ATTACHMENT 1

Letter of Request and Justification

Re: Request to Abandon and Vacate a Portion of Forest Hill Drive TM 056-4 ((3)), (the "Property") Braddock Magisterial District

I James Blevins the owner of 4614 Forest Hill Drive would ask that you please accept this request to vacate and abandon the portion of the right-of-way for Forest Hill Drive that is to the East of my property boundary. As outlined in the previous right of way abandonment hearing on November 21, 023, Trinity School would be provided access via Shirley Gate Road to their property directly to my property's south (Lots 11,12 and 18), so the Forest Hill Drive right-of-way is no longer needed. Trinity has provided a letter stating they will never use the right of way and they will not oppose my motion to obtain the parcel through abandonment (letter attached). Furthermore, there are no other properties affected by the proposed vacation / abandonment of the subject portion-piece of Forest Hill Drive. The section of road I am requesting be vacated is essentially already my driveway as well as undeveloped forest.

I. Background Location and Right-of-Way Origin right of way is in the Braddock Magisterial District. In 1948, via the deeds located at DB 661 PG 182 (Exhibit B) and DB 661 PG 186 (Exhibit C), the Blevins, Warren, and Sparks families, as separate owners of large tracts in the area, granted a 50'-wide "right-of-way" from what is now TM 056-4 ((3)) 0011, 0012, and 0003 to one another to allow each other to access what is now Warren Drive (State Route #1121) to the north. In 1957 through the instrument recorded at DB 1570 PG 572 (Exhibit D), the Warren and Blevins families designated these 50' private rights-of-way as public streets. It should be noted DB 1570 PG 572 does not specify to what entity the right-of-way was designated, and the right-of-way, now known as Forest Hill Drive on the tax map excerpt below, has never been entered into the state highway system or given a state route number.

II. Abandonment/Vacation Request and Justification. I James Blevins am seeking to add the right of way into my current parcel (lot 3). This would require the abandonment and vacation of approximately 347 linear feet of the Forest Hill Drive right-of-way, depicted on the January 12, 2026, plat prepared by APEX Surveyors, LLP, and returning that land to 4614 Forest Hill Drive. Trinity owns the property to the south and east of my parcel. Trinity has access from Shirley gate road and has agreed to never use Forest Hill Drive to access their parcel and furthermore to not oppose this motion to vacate the right of way easternly adjacent to my property.

III. Conclusion I hope that Fairfax County will help me with the abandonment and vacation of the Forest Hill Drive right-of-way. The section of road I am asking for has been the driveway for this parcel since 1949.

This will be a buffer to the coming development by Trinity of the 29 acres that adjoins me on two sides.

The abandonment of the right of way would also ensure future access would not occur in my front yard but rather on Shirley Gate Road which Trinity School has acknowledged.

ATTACHMENT 2

NOTICE OF INTENT TO ADOPT AN
ORDINANCE VACATING AND AN ORDER OF
ABANDONMENT FOR A PORTION OF A ROAD

(Forest Hill Drive)

Braddock District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on October 13, 2026, at 4:30pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, §15.2-2722, and §33.2-909 vacating and abandoning a total of 17,217 square feet of Forest Hill Drive south of Warren Lane, which was dedicated for public street purposes pursuant to that certain Deed of Dedication dated July 16, 1957, recorded in Deed Book 1570, at Page 572 in the land records of Fairfax County, Virginia. The road is located adjacent to Tax Map Parcel Number: 056-4-03-003 and is shown on the plat prepared by APEX Surveys, LLP, which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m. the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

BRADDOCK DISTRICT

ADOPTION OF AN ORDINANCE VACATING
A PORTION OF A ROAD

(Forest Hill Drive)

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on October 13, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate a portion of Forest Hill Drive as formerly dedicated in a Deed of Dedication, recorded in Deed Book 1570, at Page 572. The road vacated is currently shown on Tax Map 56-4 and is shown on the attached plat prepared by APEX Surveys, LLP identified as Attachment 5. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, is not necessary for use in the public secondary system, and no public necessity exists for its continuance. Pursuant to §15.2-2274 of the Virginia Code, the vacated area would vest in the owner of Tax Map Parcel 56-4-03-0003 as a periphery property on the 1948 deed's plat (DB 661, PG 186).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

ORDER OF ABANDONMENT OF A
PORTION OF FOREST HILL DRIVE

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 13th day of October, 2026, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That the portion of the existing Forest Hill Drive, comprising a total of 17,217 square feet, located adjacent to Tax Map Parcel Numbers: 056-4-03-003, shown on the plat prepared by APEX Surveys, LLP, attached hereto as Attachment 5 and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system.

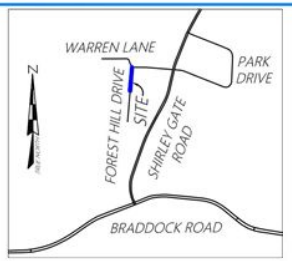
This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

NOTES:

1. Title report not furnished.
2. No corner markers set.
3. Tax Map #: 056-4-03-003
4. This plat is based on existing records.



VICINITY MAP
SCALE: 1"=3,000'

VA STATE GRID NORTH

DIVISION OF THE PROPERTY OF RAYMOND A. & MABEL WARREN

LOT 1

HEIRS OF JAMES K. & MARY J. CHOI
821 COACHWAY C/O K. SMITH LEIGH
ANNAPOLIS, MD 21401
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-005A
WILL BOOK 1302, PAGE 1494

TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.

TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
11204 BRADDOCK ROAD
FAIRFAX, VA 22030
USE: VACANT LAND
ZONE: RC
TAX MAP #: 056-4-03-012
DEED BOOK 25462, PAGE 512

BLEVINS

JAMES E. BLEVINS
4614 FOREST HILL DRIVE
FAIRFAX, VA 22030
USE: SINGLE FAMILY, DETACHED
ZONE: RC
TAX MAP #: 056-4-03-003
DEED BOOK 18730, PAGE 810

LOT 2

PAUL G. & LYDIA HART
4616 FOREST HILL DRIVE
FAIRFAX, VA 22030
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-005
DEED BOOK 4870, PAGE 20

N04°52'23"E~340.94

10' BUFFER AREA

N04°52'23"E~287.21

N 77°21'37" W 50.46'

FOREST HILL DRIVE
50' WIDE

17,217 SQUARE FEET HEREBY VACATED

S85°07'37"E~50.00

0.05 MILE
VDOT MAINTENACE

S04°52'23"W~266.63

R=117.26'
L=54.56'

WARREN LANE
50' WIDE

POB

S04°52'23"W~347.76

KIM

DAVE H. & OCK JA KIM
6132 BALDRIDGE TERRACE
FREDERICK, MD 21701
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-0007
DEED BOOK 24068, PAGE 208

TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.

TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
11204 BRADDOCK ROAD
FAIRFAX, VA 22030
USE: VACANT LAND
ZONE: RC
TAX MAP #: 056-4-03-018
DEED BOOK 25462, PAGE 512

LAND OF BLEVINS (TAX MAP # 056-4-03-0003): 5.0856 ACRES OR 221,528 SQUARE FEET
VACATED PORTION OF FOREST HILL DRIVE: 0.3952 OR 17,217 SQUARE FEET/0.7104 ACRES
TOTAL SITE AREA: 5.4808 ACRES OR 238,748SQUARE FEET

KEY

POB	POINT OF BEGINNING

COMMONWEALTH OF VIRGINIA
GUY H. BRIGGS
Lic. No. 1894
04/25/2024
01/12/2026
LAND SURVEYOR

PLAT SHOWING
VACATION OF A PORTION OF A 50' OUTLOT ROAD
SHOWN ON FAIRFAX COUNTY PROPERTY MAP AS

FOREST HILL DRIVE

(DEED BOOK 1570, PAGE 572)

REV JANUARY 12, 2026
(VDOT COMMENTS)
APRIL 25, 2024

FAIRFAX COUNTY, VIRGINIA
BRADDOCK DISTRICT

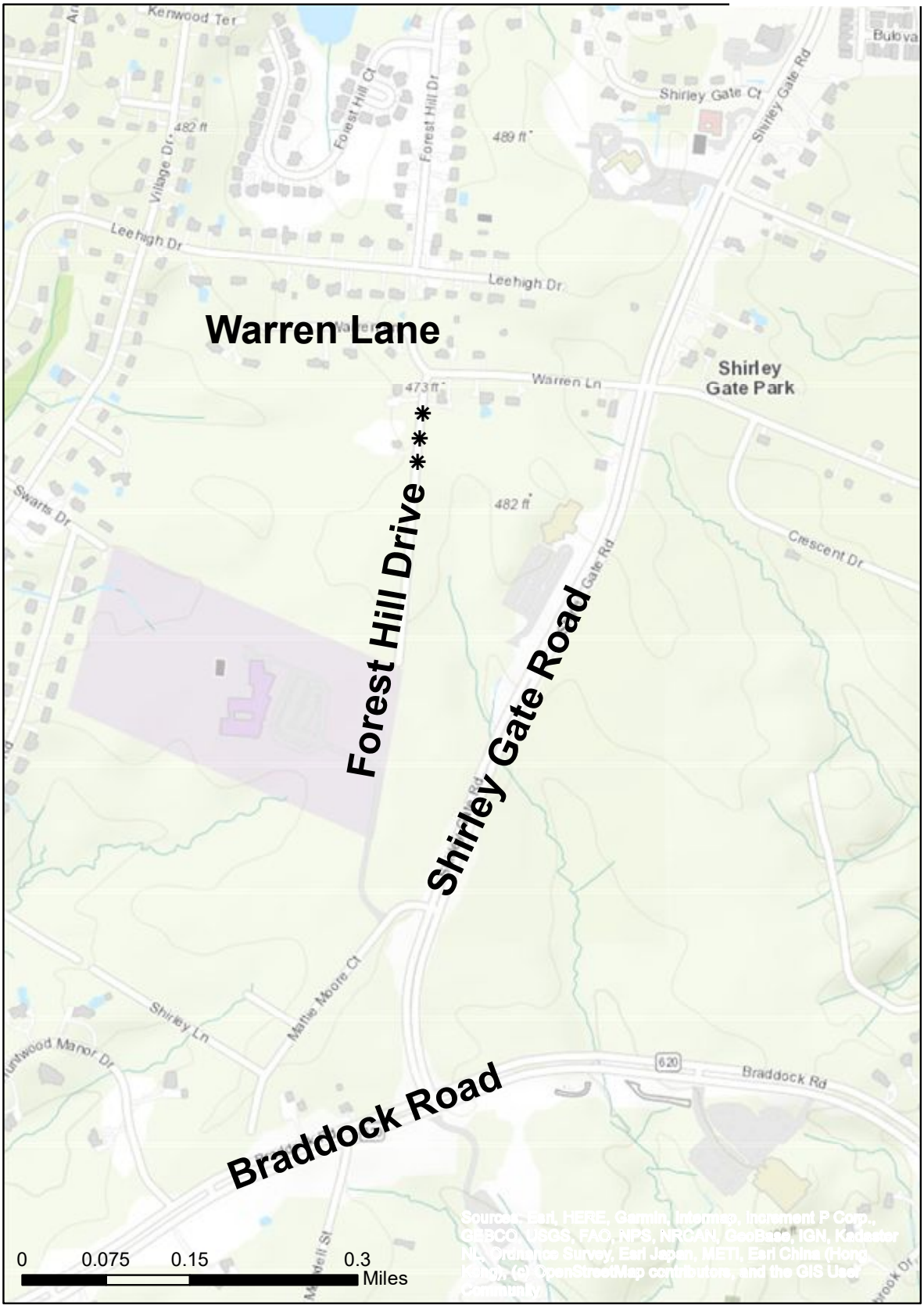
SCALE: 1"= 50'
JOB #: 24-0149

APEX SURVEYS, LLP
5240 Port Royal Road, Suite 213 Springfield, Virginia 22151 703-866-1236

Forest Hill Drive Vacation and Abandonment

Braddock District

ATTACHMENT 6



N

Tax Map 56-4

✱ Denotes Areas to be Vacated and Abandoned

TRINITY
CHRISTIAN
SCHOOL

November 20, 2023

Mr. James Blevins
4614 Forest Hill Drive
Fairfax, VA 22030

Dear Mr. Blevins,

Thank you for your candor regarding your concerns with respect to the pending right-of-way abandonment of the portion of Forest Hill Drive that bisects the parcels owned by Trinity Christian School adjacent to your home. It is my understanding from conversations you have had with Brian Clifford and Jeff Edmondson that, for obvious safety and quality of life reasons, you do not want the traffic that could result from any future school facility located on the Trinity site to utilize the Forest Hill Drive right-of-way that fronts your parcel, and that you have asked for assurances to that effect from Trinity.

As Mr. Clifford may have noted when you spoke, no school facility is currently permitted on the Trinity site. In fact, Trinity does not yet know what use the school may eventually propose to make of the property. However, Mr. Blevins, we do know this: ***Trinity will not include in any development plan we submit to Fairfax County a request to use the right-of-way across your parcel as a means to get our faculty, staff, students, families or visitors to or from our site, day or night, whether in a car, by bicycle, or on foot; nor will Trinity oppose any action you may choose to take to effect the abandonment of the Forest Hill Drive right-of-way that fronts your parcel.***

I understand from Michael Carroll, our Director of Facilities, that you were pleased earlier this year with Trinity's responsiveness to a concern you had expressed regarding a half-fallen tree on our site that was leaning toward your parcel. Please know that Trinity's prompt and courteous response to that situation is simply representative of how we always strive to interact with our neighbors. As you might expect, we take very seriously the directive to treat others as we would want to be treated.

11204 Braddock Road · Fairfax, VA 22030 · Phone: 703-273-8787 · Fax: 888-305-6519 www.tcsfairfax.org

I am always happy to make myself available should you wish to discuss any other questions you may have. I wish you and yours a blessed and happy Thanksgiving.

Sincerely,

Dr. Matt Thomas
Head of School, CEO

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX**, to-wit:**

The foregoing instrument was acknowledged before me this 20 day of NOVEMBER 2023, by Steven Matthew Thomas.

Notary Public

[S E A L]

Mariel Darling Camcho Pinto
Commonwealth of Virginia
Notary Public
Commission No. 8043403
My Commission Expires 8/31/2027

My commission expires: 08/31/2027

My ID Number is: 8043403

Board Agenda Item
October 13, 2026

4:30 p.m.

Public Hearing to Terminate a Lease with STC Three LLC, an Affiliate of Crown Castle, for a Telecommunications Monopole at 3721 Stonecroft Boulevard (Sully District)

ISSUE:
Public hearing for the Board to exercise its right to terminate the ground lease with STC Three LLC, an affiliate of Crown Castle, for a telecommunications monopole at 3721 Stonecroft Boulevard.

RECOMMENDATION:
The County Executive recommends that the Board terminate the lease at 3721 Stonecroft Boulevard and authorize staff to provide formal notification of the Board's decision to STC Three LLC.

TIMING:
On September 15, 2026, the Board authorized the advertisement of a public hearing on October 13, 2026, at 4:30 p.m., to consider the termination of the lease with STC Three LLC.

BACKGROUND:
The Board is the owner of a 128-acre parcel located just south of Dulles Airport at 3721 Stonecroft Boulevard and identified by Tax Map Parcel No. 0341 01 0005 (Property). The Property serves as the site of Fairfax County Police Department (FCPD) training facilities, which include an emergency vehicle operations driving track, firearms center, K-9 training center and a rifle range. Along the western side of the Property, STC Three LLC leases 650 square feet from the County to operate a 57-foot telecommunications monopole and ancillary equipment cabinets.

The County's Department of Public Works and Environmental Services (DPWES) is currently involved in the redesign of the entire FCPD campus. The redesigned campus will not only contain new replacement training facilities, improved site infrastructure, and a reconfigured driving track, but also a new building for the FCPD Criminal Justice Academy to replace its existing facility at 14600 Lee Road in Chantilly. To accommodate the expanded footprint of the new FCPD campus and the east-west realignment of the track, the County needs STC Three LLC to remove its monopole and equipment from the Property. Consequently, the County as Lessor must exercise its right to terminate the lease with Lessee STC Three LLC:

"Lessor shall have the right to terminate this Lease if Lessor's government body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to Lessee."

The holding of the public hearing satisfies the public meeting requirement outlined in the lease and affirms the justification that the County's decision is not financially based but rather premised on the necessary redevelopment of the property. The lease will end one (1) year after the County delivers written notice of its election to terminate the agreement, which will become effective in October 2027.

EQUITY IMPACT:
The termination of the Crown Castle lease to enable the redevelopment of the FCPD training facility aligns with focus area 6 of the One Fairfax Policy, which advocates for the development of a public safety system that prepares police personnel to be responsive to the community protection and social welfare needs of all County residents.

FISCAL IMPACT:
The lost rental revenue that would otherwise be deposited in the General Fund amounts to approximately $90,000 per year or $2.2 million through 2051. DPWES has directed its design consultant to identify potential options on where a future monopole site of the same size could be located, subject to the Board's approval of a mutually agreeable lease between the County and a telecommunications provider.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map 0341 01 0005

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Thomas Arnold, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Tiya Raju, Deputy Director, DPWES
José A. Comayagua, Jr., Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

Board Agenda Item
October 13, 2026

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

ATTACHMENT 1

