

VIRGINIA:

IN THE CIRCUIT COURT OF PRINCE WILLIAM COUNTY

NATIONAL MUSEUM OF AMERICANS)	
IN WARTIME)	
)	
Plaintiff,)	
)	
v.)	
)	
THE CECIL AND IRENE HYLTON)	
FOUNDATION INC.; and THE)	Civil Action No. _____
AMERICANS IN WARTIME LLC)	
)	
Defendants.)	
)	
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)	

COMPLAINT

Plaintiff National Museum of Americans in Wartime (“Plaintiff” or “the Museum”), by counsel, and in support of this Complaint against The Cecil and Irene Hylton Foundation Inc. (the “Hylton Foundation”), and The Americans in Wartime LLC (collectively, “Defendants”), respectfully state as follows:

INTRODUCTION

1. At its core, this lawsuit is about honoring the men and women, and their families who have sacrificed for our nation—individuals who answered the call to serve, many of whom placed their lives in harm’s way to preserve the freedoms we are privileged to enjoy today. From the wars that shaped this nation more than 250 years ago to the wars that shape the world today, the living are left to honor the sacrifices of the many who so bravely served, and carry the heavy burden of honoring those who gave their last full measure. From the shores of Normandy, France to the plateau in Manila, the Philippines, across this great Nation and in scores of other nations

around the world, we remember our fallen by markers where they fought and fell and the hallowed ground in which they eternally slumber. But the legacy of their bravery—of their sacrifice—is not only counted in stone but in the lives of those who lived on, in the stories and memories of those who fought beside the fallen, in the lives and stories of those who labored in the home front, in the lives of the families who carry the torch of their sacrifice from one generation to the next, and by those who have been touched by their deeds.

2. The National Museum of Americans in Wartime (“the Museum”) was conceived not merely as a building, but as a promise: a place where veterans’ stories could be preserved, celebrated, and shared with future generations. That promise now hangs in the balance due to Defendants’ blatant attempt to undermine their contractual agreements with Plaintiff. Having already achieved their goal of changing zoning requirements to benefit financially from the sale of their other properties, Defendants now seek to reclaim the land for themselves, aiming to further profit from its development and sale, all at the expense of America’s Veterans and Virginia’s citizens, who endeavored to honor their sacrifice.

3. More than two decades ago, Mr. Allan D. Cors, a lifelong patriot, collector, and passionate advocate for veterans, took the first steps toward fulfilling a vision that many in this nation take to heart. Moved deeply by the courage and selflessness of America’s Vietnam veterans, Mr. Cors embarked on what would become one of the most compelling and community-aligned projects in Prince William County: a national museum dedicated to honoring the sacrifices of Americans on both the battlefield and the home front throughout the last century. The Museum would also serve to educate America’s youth about the conflicts and values that have profoundly shaped American society.

4. What started out as a modest, benevolent venture with a few military vehicles in a field in Nokesville, Virginia, soon blossomed into an expansive effort to create an all-encompassing educational and emotional experience that would not only honor America's veterans, but also educate visitors about the costs of war, both on a personal and domestic social level. The Museum was incorporated in 2003, received IRS approval and 501(c)(3) designation in 2007, officially launched its website in 2012, and received a \$5 million appropriation from the Commonwealth of Virginia, including a \$2.5 million matching requirement for Prince William County in 2023. Today, the Museum's collection includes more than 100 tanks and historic military vehicles and over 900 personal oral histories from veterans of every major American conflict from World War II to the present. These stories and artifacts are made accessible to thousands of students, families, veterans, and compatriots each year—in-person and online—healing, educating, and uniting those who engage with them. Today, in Prince William County, home of over 48,000 veterans, visitors and students can explore the Cors' Collection—the largest private collection of functioning military vehicles in the United States. Annual open houses, held at the Nokesville Tank Farm, have attracted more than 20,000 visitors over the course of a weekend and help carry out the Museum's mission of “honoring and telling the stories of all who served our nation—often at great personal cost—during times of conflict.”¹

¹ The AWE Mission statement can be found on the Americans in Wartime Experience website. See <https://www.americansinwartime.org/the-project/the-mission>.



Figure 1, Tank Farm Open House 2023.

5. In order to further their mission of educating, honoring, and inspiring others, the Museum's founders recognized that a permanent footprint was necessary to anchor their vision—a state of the art museum experience dedicated to telling the remarkable stories of Americans who served during wartime and those who supported them on the home front. The idea was widely supported by the Prince William County Board of Supervisors, Virginia veterans, and the general community.

6. This goal seemingly came to fruition in October 2011 when the Hylton Foundation, created by a prominent Virginia family, the Hyltons, publicly and unconditionally pledged two parcels of land to the Museum along the historic Interstate 95 “Corridor of Military History,” a combined 67 acres in Dale City, valued at over \$11 million at the time. The Hylton Foundation voiced public support for the Museum, secured the enthusiastic trust of the community leaders in Prince William County, and positioned itself as a partner in honoring those who served.



Figure 2, Left to Right: Allan Cors (Museum Founder), John Jenkins (Former Neabsco District Supervisor), Ernestine Jenkins (Community Leader/Wife of Supervisor Jenkins), Cecil Don “Donnie” Hylton (Foundation Founder), and Craig Stewart (Museum’s Original President/CEO) at the Museum’s groundbreaking, where an informal “handshake” agreement was reached in October 2011.

7. The agreement was memorialized in an October 24, 2012 letter signed by the Hylton Foundation’s agent and representative, Treasurer Malcolm W. Cook (the “Pledge Agreement”). In the Pledge Agreement, Mr. Cook reiterated the Hylton Foundation’s *unconditional* pledge, stating that the Hylton Foundation had “publicly pledged to the Americans in Wartime LLC . . . for the sole benefit of National Museum of Americans in Wartime hereafter known as the Museum” the following:

Two parcels of commercial real estate situated in the county of Prince William Virginia identified as Parcel B, containing 56.85270 acres and Parcel D containing 10.43308 acres; currently appraised at \$11,733,000. The Hylton Foundation will provide the funds sufficient to provide site work as per Prince William Erosion and Siltation Plan #12-00026 dated October 12, 2011, and other development plans as they are prepared by you and approved by Prince William County and the Hylton Foundation to allow site to be ‘pad ready’ for development by the Museum, or such related wholly owned entity designated by you , up to a current value of \$13,911,000.

...
These pledges are considered to be *unconditional*.

See Exhibit 1, Pledge Agreement (emphasis added).

8. Mr. Cors accepted the Hylton Foundation's commitment to the Museum that same day, October 24, 2012, cementing what was a shared agreement to honor America's public and private sacrifices and to build a space for future generations to learn, reflect, and remember.

9. Of course, the Hylton's agreement was not altruistic and did not materialize without bargain and consideration. Underlying the Hylton Foundation's ostensibly patriotic land agreement was a strategic arrangement driven by self-interest: the rezoning of the 67 acres exclusively and solely for Museum purposes, coupled with the transfer of residential and commercial entitlements to other properties owned by one or more of the Hylton entities. This was the true benefit of the bargain for the Hylton Foundation, who needed the Museum in order to achieve certain government and regulatory variances for their other projects. In light of the outdoor character of the Museum, the Prince William County Chesapeake Bay Preservation Board granted a rare drainage exemption to the site exclusively and solely for purposes of the Museum. As a result, the Hylton Foundation and their affiliates greatly benefited from the transfer of the land—a commitment made only after the rezoning and Chesapeake Bay exemption were secured. This calculated approach, assured favorable land use treatment, increased entitlements, and significantly enhanced property values for lands the Hylton's controlled.

10. Meanwhile, with the land transfer seemingly secured as its future home,² the Museum quickly began showcasing the proposed project and site plan to potential donors, community boards, and various government officials—inviting them to be part of a once-in-a-generation effort to honor veterans and preserve America's wartime history.

² The site is located on I-95 between the National Museum of the Marine Corps and the National Museum of the Army.

11. The Museum hired the firm of Gallagher and Associates to plan a unique outdoor facility that would allow the operation of military vehicles and the construction of “Landscapes of War” to tell the stories of battlefronts and home fronts from World War I to the present. As the planner and designer of military museums such as the World War II Museum in New Orleans and the Spy Museum in Washington D.C., Patrick Gallagher took the open house attendance and the new site on the I-95 “Corridor of Military History” as a proof of concept for the Museum.



See Exhibit 2, Americans in Wartime Experience PPT.

12. From 2012 to the present, inspired by the promise of this commitment, the Museum raised approximately \$22 million in government and philanthropic support—an extraordinary outpouring of community belief in the mission.³ More than 20,000 individual donors generously

³ This \$22 million figure consists of (1) \$5.25 million in private donations; (2) \$7.5 million from state and county pledges; (3) \$2 million generated from Tank Farm Open Houses; (4) \$4.5 million in tank and military equipment donations from Mr. Cors; (5) \$2 million from the Landau Foundation; and (6) \$550,000 from the Hylton Foundation Construction Grant.

gave private contributions, underscoring the extent of public support for the Museum. This was *in addition to* the substantial value of the pledged land itself.

13. The Hylton Foundation, in turn, benefitted significantly from the public perception of its generosity. The Foundation highlighted its pledge as evidence of its community leadership, receiving favorable media attention, enhanced goodwill, and notable land use advantages—all while maintaining more than millions of dollars in assets and accounts.

14. Never questioning the Hylton Foundation’s written agreement, and relying on the same, Mr. Cors and the Museum’s leadership worked tirelessly to bring the vision to life. By June 2013, the Museum was beginning the additional campaign needed to fund construction of the buildings themselves. Each step forward reflected the agreement entered into between the Museum and the Hylton Foundation. Indeed, the Museum Directors watched the Hylton crews perform substantial sitework in accordance with the unconditional 2012 agreement.⁴

15. But what Mr. Cors and the Museum did not know was that Defendants would soon pull the rug out from under them, threatening to destroy the project which so many had spent a decade trying to build, and quite literally spent millions of dollars on. The passage of time and increased value of the land had brought a significant change: the Hylton Foundation, now under new leadership after Cecil Don “Donnie” Hylton’s death, dismissed “unconditional” as merely a word to be discarded when it suited its interests.

16. The Hylton Foundation began shifting the terms of its original unconditional pledge, introducing unexpected milestone requirements and new conditions that had never previously been part of the agreement between the parties. The Hylton Foundation repeatedly changed the pledge structure and land-transfer terms, and communications between the parties

⁴ The Museum submitted its first site plan on May 24, 2022.

increasingly reflected reluctance on the Foundation’s part to honor the commitment. These prolonged delays halted construction plans, made it harder to secure funding, and jeopardized key government and institutional partnerships.

17. Despite the growing obstacles, the Museum continued to honor its commitments—to donors, veterans, and the community—by commissioning engineering studies with Dewberry, conducting site and feasibility analyses through Gallagher & Associates, continuing to raise funds, appealing to County representatives, and pressing forward with the site plan, even as the Foundation placed additional hurdles in front of finalizing the actual land transfer.

18. On December 16, 2024, the Hylton Foundation, through counsel, informed the Museum that it would no longer engage in further discussions or negotiations with the Museum.

19. On April 23, 2025, the Hylton Foundation further stated its position: that no Ground Lease Agreement had been finalized by December 31, 2024, and therefore, despite more than a decade of reliance, investment, and public representation, the property “remains owned by Hylton.”

20. The Hylton Foundation’s refusal to provide clear standards for its newly imposed milestone requirements—coupled with its retreat from previously agreed-upon pledge terms and its eventual decision to terminate all discussions—left the Museum effectively paralyzed. The Foundation’s abrupt reversal halted construction, upended planning, and derailed more than a decade of coordinated effort. With the promised land suddenly withdrawn, the Museum’s substantial work, investments, and public commitments have been jeopardized. The Museum must now labor to protect its credibility with donors, educators, public officials, veterans, and families who believed in this project—individuals who trusted that an unconditional charitable pledge made in writing, and repeated publicly, would be honored.

21. As a direct and foreseeable result, the Museum has suffered—and continues to suffer—serious and ongoing harm. These damages include the loss of the very land that formed the centerpiece of the project, millions of dollars in wasted expenditures and sunk costs, and the erosion of community trust in a mission built around honoring service, sacrifice, and history.

22. The most visible financial loss was of the 2023 Virginia General Assembly \$5 million appropriation, which carried a 50% matching requirement from Prince William County. This \$7.5 million loss of high-profile public funding materially damaged fundraising efforts with private donors across the Commonwealth and the country.

23. Moreover, the Hylton Foundation’s abandonment of its obligations under the unconditional pledge have deprived the Museum—and the nation—of a once-in-a-generation institution dedicated to honoring America’s veterans and preserving their stories. This is not merely the loss of a construction site; it is the loss of a public promise, a community vision, and an educational legacy that countless families, students, and service members were counting on. The consequences reach far beyond the Museum’s walls—they reach into the heart of a community that believed this project would stand as a lasting tribute to those who served.

PARTIES

24. Plaintiff National Museum of Americans in Wartime is a non-profit organization located in Bristow, Virginia. It is recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The Museum is dedicated to honoring American veterans and active-duty personnel, preserving military history, and educating the public about the experiences and sacrifices endured by service members and civilians during times of conflict.

25. Defendant The Cecil and Irene Hylton Foundation Inc. is a non-profit corporation organized and existing under the laws of the Commonwealth of Virginia, with its principal place of business located at 5593 Mapledale Plaza, Dale City, Virginia, 22193 in Prince William County,

Virginia. It is recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

26. Defendant The Americans in Wartime, LLC is limited liability company organized and existing under the laws of the Commonwealth of Virginia, with its principal place of business located at 100 N Pitt Street, Suite 200, Alexandria, VA 22314. This company was created for the sole purpose of transferring ownership interests in the pledged land to the Museum.

JURISDICTION AND VENUE

27. Venue is properly laid in this Court pursuant to Va. Code § 8.01-262(3) because the property that is the subject of this action, located at 2847 Dale Boulevard, Woodbridge, VA, 22193, is situated within Prince William County. Pursuant to Virginia Code § 8.01-261(3), actions concerning the ownership, title, or possession of real property must be brought in the circuit court for the county or city where the land, or any part thereof, is located.

28. This action arises under Virginia law because the subject property is located in Virginia, the Defendant's alleged conduct occurred within Virginia, and Plaintiff sustained significant injury in Virginia as a result.

FACTUAL ALLEGATIONS

Hylton Foundation and Growth of the Museum

29. Mr. Cors founded the Museum in 2003 to educate present and future generations of Americans about the experiences of those who served in the armed forces, the families who awaited their return, and the struggles they faced upon returning home.

30. Although the Museum was formally chartered as a 501(c)(3) not-for-profit organization under the name "the National Museum of History" in 2003, its origins date back much earlier.

31. Mr. Cors, an avid military history enthusiast, began collecting military equipment, weapons, and artifacts in 1962 in an effort to learn more about various conflicts, the servicemembers involved, the equipment that they used, and the duties that they had to perform.

32. By 1982, Mr. Cors began collecting militaria on a larger scale, obtaining a Ford-manufactured Jeep used in World War II and various other weapons carriers and trucks.

33. In 1985, Mr. Cors purchased his first armored vehicle, an M5A1 Stuart—one of the most important artifacts in the history of armored warfare.

34. As Mr. Cors's collection began to expand, he became increasingly eager to share it with the outside world, prompting him to purchase Aden Field in Nokesville, VA in 1989 as the site for what eventually became the Virginia Museum of Military Vehicles, better known by locals as the “Tank Farm.”

35. In 1992, the Tank Farm hosted its first “Open House,” and 15 people showed up to see Mr. Cors's militaria display.

36. By the early 2000s, the Tank Farm's Open House evolved from an informal gathering to a more formal, annual event featuring various speakers, visits from public officials, special events, living history presentations from veterans and reenactors from across the nation, vendors, and attendees from across the nation with numbers in the tens of thousands in attendance. The Open House generated an average of \$40,000 to \$50,000 annually until 2020, after which the event began raising over \$100,000 for the Museum each year.

37. In 2021, around 20,000 visitors attended the two-day Open House from across the country—a significant increase from its early years, when it attracted a few thousand spectators.⁵

⁵ Paul Laura, *Tanks A Lot: Military Enthusiasts Converge on Nokesville*, InsideNoVa (Sept. 30, 2021), https://www.insidenova.com/headlines/tanks-a-lot-military-enthusiasts-converge-on-nokesville/article_136ac508-220e-11ec-a488-9f63e9d28865.html.

38. Mr. Cors. provided an initial upfront investment of \$165,573.64 to the Museum to support the development of a National Museum of Americans in War dedicated to sharing veterans' stories from major conflicts, spanning World War I to the present.

39. In 2003, the same year as the Museum's incorporation, a National Advisory Board was created to expand the Museum's national reach, promote its credibility, and facilitate fundraising amongst influential supporters and advocates.

40. The Museum's Steering Committee was created in 2007 to provide oversight and strategic direction for the Museum's development, and staff members for the Museum were hired shortly thereafter.

41. The Museum's Board (the "Board") initially consisted of 12 members, five of whom were veterans themselves.

42. Today, the Board consists of 11 members, including a combat veteran and several individuals from the private sector, with Mr. Cors serving as Founding Chairman and Pierce R. Homer ("Mr. Homer") as Chairman.⁶ Three local veterans also serve as advisors to the Board.

43. In the years following the Museum's establishment, the Board worked tirelessly to build the Museum brand, developing a user-friendly website featuring hundreds of veteran oral histories and outlining its mission. However, during this time, the Board's primary focus was to secure a permanent home for the Museum.

Rezoning Actions Taken in Preparation for Defendant Pledge

44. The Museum initially planned for a permanent location adjacent to the Manassas Regional Airport, where it would also exhibit vintage airplanes and sponsor airshows.

⁶ See Board of Trustees, The Americans in Wartime Experience, <https://www.americansinwartime.org/about-us/board-of-trustees> (last visited Dec. 12, 2025).

45. However, after Prince William County, approved a large residential rezoning plan close to the original site, both the City of Manassas and the County deemed the Museum incompatible with the new land use designation.

46. With no permanent city identified, the Museum launched a site selection process in 2009 and received an aggressive bid from Stafford County to relocate on or near the Stafford Regional Airport.

47. With a desire to maintain the Museum's location in Prince William County, former Neabsco District Supervisors John D. Jenkins, Donnie Hylton, Mr. Cors, and Craig Stewart, the Museum's original President and CEO, began engaging in discussions regarding a potential land donation from the Hylton Foundation, intended to serve as the permanent site for the Museum.

48. To keep the Museum in Prince William County, Supervisor Jenkins worked with the Museum and the Hylton Foundation on plans that permitted the Hylton Foundation to effectively transfer density from a newly proposed site to eleven other locations within Dale City, VA.

49. Thus, with plans to pledge certain land to the Museum, the Hylton Foundation commenced efforts to rezone land within the Dale City Residential Planned Community ("RPC") in Prince William County to accommodate the planned Museum.

50. Rezoning application No. PLN2010-00379 was introduced and subsequently approved by the Prince William Board of County Supervisors (Ordinance No. 10-48) on October 5, 2010. *See Exhibit 3, Ord. No. 10-48.* Notably, the Museum is specifically referenced in the ordinance, underscoring that its primary purpose was to facilitate the Museum's development.

51. The purpose of these rezoning efforts was to reallocate land uses and development entitlements that would be displaced by the incoming Museum site, enabling the transfer of rights

to build homes and businesses to eleven other parcels controlled by the Hylton Foundation and other Hylton entities.

52. Prior to rezoning, these Hylton Foundation parcels were not eligible for such development. Thus, the rezoning provided the Hylton entities with significant new development rights across their holdings, resulting in increased property values and further opportunities for commercial and residential development.

53. As a result of the Museum's influence on the rezoning of the area, the Hylton interests acquired tangible financial benefits, including the ability to market and sell rezoned parcels at substantially higher values than before. For example, one Hylton-controlled parcel, previously valued at approximately \$2 million, was sold for \$14 million following the land use changes made possible by the Chesapeake Bay Preservation Area Review Board.

54. Following the rezoning, in July 2020, the Prince William County Chesapeake Bay Preservation Area Review Board approved a Resource Protection Area (“RPA”) exception request to allow a land disturbance required to pipe a perennial stream in the eastern portion of the potential new Museum site (Application PWR #2010-00037). Again, this exception was granted solely for the benefit of the Museum. *See Exhibit 4, RPA Exception.*

55. The RPA exception was justified in part because the Museum's outdoor-focused site plans would minimize impervious surfaces and environmental impact. This would provide the Hylton Foundation with a rare waiver of otherwise stringent land use restrictions, enabling the Museum to locate its expansive but low density campus in a designated RPA area.

56. The exception, however, was only for the RPA encroachment resulting from the RPA encroachments for the Museum site and approved under PWR #2010-00037. Put simply, if the Museum is no longer the developer of the site, the RPA Exception is no longer valid.

57. Moreover, the Hylton entities' financial gains would not have occurred absent the Museum's influence on the rezoning application—it created a direct economic benefit for the Hylton entities.

The Hylton Foundation Pledges a Permanent Location for the Museum

58. With rezoning secured and the RPA exception in place, on October 1, 2011, Mr. Cors, Supervisor John Jenkins, and Craig Stewart wrote to Mr. Hylton to request two parcels of land along the Interstate 95 corridor from the Hylton Foundation's rezoning efforts for the creation of the Museum along with sufficient funds to ensure the land was "pad ready" for the building's construction. *See Exhibit 5, Oct. 1, 2011 Letter.*

59. Shortly thereafter, on October 24, 2012, Defendant publicly pledged to donate those two parcels of land—comprising approximately 67 acres—located at the intersection of Dale Boulevard Interstate 95 in Prince William County (the "Property"). *See Ex. 1.*

60. The Property was particularly advantageous for the Museum given its optimal location along I-95. It provides maximum visibility, proximity to the Washington, D.C. student and tourist populations, and easy access to other military cultural attractions along the District's southern corridor, including the National Museum of the Marine Corps, Mount Vernon, the National Museum of the U.S. Army, Fort Ward Museum, Manassas National Battlefield, and the Fredericksburg Military Park.

61. Further, the Hylton Foundation's pledge included not only the donation of the land, valued at \$11,733,000, but also an unconditional commitment to provide funds for site preparation and improvements, in accordance with Prince William County Erosion and Siltation Plan #12-

00026 and subsequent development plans, up to a total value of \$13,911,000, to ensure the Property was “pad ready” for the Museum’s construction.⁷ *See id.*

62. Given the Hylton Foundation’s prominence within the community and the pledge’s clear language, Plaintiff undertook extensive reliance on Defendant’s pledge—publicizing the gift, pursuing governmental grants and appropriations, reporting the value as an asset on IRS forms, incurring costs in engineering and design, launching fundraising and outreach campaigns, and mobilizing Board efforts toward realization of the Museum.

The Hylton Foundation Signals Uncertainty Surrounding Land Pledge

63. Following the pledge and subsequent rezoning, the Museum and the Hylton Foundation communicated regarding pledge implementation, discussing mechanisms for transfer and ongoing site work.

64. Despite the clear unconditional pledge from the Hylton Foundation and public announcements regarding construction of the Museum, the Hylton Foundation became increasingly ambiguous regarding the timing and terms for transferring its interest in the Property, significantly delaying Museum progress.

65. On December 24, 2014, attorneys for the Museum (Morrison & Foerster LLP) participated in a conference call with Mr. Cors, Mr. Homer, Supervisor John Jenkins, and Donnie Hylton to discuss the pledge structure, transfer of Hylton Foundation’s interest in land, partnership tax treatment, and ongoing site preparation funding for the Museum’s benefit.

66. In an email to the Hylton Foundation on December 26, 2014, Museum attorney, John Harper, memorialized the parties’ recent call, confirming that the Hylton Foundation’s pledge involved transferring ownership interests in the Property from an LLC owned solely by the Hylton

⁷ The Museum submitted all site plans on the 67 acres with the assistance of Dewberry Engineers.

Foundation (the “Americans in Wartime Land LLC” or the “Land LLC”) to the Museum. Harper explained that the value of the donation would be determined by the percentage of ownership transferred.

67. Upon the transfer of these Property interests, the Land LLC would enter a partnership with the Museum for federal tax purposes.

68. Mr. Harper also detailed the Hylton Foundation’s commitment to provide cash for site preparation, referenced draft agreements for Museum operations and a ground lease, and noted that structuring these transfers through the Land LLC was intended to maintain the Museum’s tax-exempt status.

69. For several years after the initial pledge and structuring discussions, the parties did not execute a final Operating Agreement or Ground Lease, and progress on the Museum’s construction stagnated in part because Defendants refused to speak to Museum Counsel, Sue Borschel. Yet, the Museum persisted in its efforts, continuing to refine site plans, engage with engineers, conduct environmental studies, and expand its fundraising base to support the planned buildout.

70. However, following the death of Donnie Hylton in 2017 and the rise of his successor and cousin, Mr. Conrad Hylton, the Hylton Foundation began to reconsider its initial pledge, as Conrad seemed less inclined to support the Museum.

Hylton Foundation’s Breach of its Unconditional Pledge

71. On January 17, 2019, the Museum’s Board of Trustees held a meeting with Conrad Hylton, President of the Foundation, to discuss land development updates, Interstate 95 improvements, local retail, building construction, and moving Mr. Cors’s military collection to the site.

72. On May 6, 2019, Kraig Butrum, CEO of the Museum, and Mr. Homer, following the death of Donnie Hylton, met with Mr. Conrad Hylton to the property negotiations. At that meeting, Mr. Hylton suggested that the parties begin drafting a non-binding term sheet to outline the core business terms and expectations of the parties for the purpose of clarifying the framework for a potential agreement and minimizing legal expenses during the negotiation process.

73. Following the meeting with Conrad Hylton, the parties drafted the term sheet, which proposed the transfer of land ownership from the Hylton Foundation to the Museum via a grant and an amended pledge agreement, contingent on the Museum meeting specific milestones for museum development and operation. Failure to meet these milestones would result in the Museum's loss of the property.

74. This was the first time the Hylton Foundation set forth certain conditions in connection with obtaining the land for the Museum to ease its concerns about construction progress.

75. On June 10, 2021, the Museum presented its first draft of a ground lease, containing specific milestone requirements for the commencement and completion of site work and phased development of the Museum. The Museum provided three additional draft agreements with milestones up through December 2024—of which all were rejected by Mr. Hylton and his attorney, Mr. John B. Connor, without explanation.

76. In order to expedite the process and commence construction of the Museum, the Museum repeatedly agreed to the Hylton Foundation's proposed terms and milestones during negotiations, only to have the Hylton Foundation then refuse to agree to reasonable measurements for compliance with those terms.

77. Over the course of the parties' negotiations, the Hylton Foundation continued to insist that any transfer of the Property and provision of site work funding be contingent on Plaintiff meeting milestones, but the Hylton Foundation then failed to provide concrete criteria or a path to achievement.

78. Despite the impasse in negotiations, on December 13, 2022, the Prince William Board of County Supervisors held a regular meeting where it considered and discussed a resolution regarding support for the Museum. There, the Board endorsed efforts to obtain additional governmental funding for the Museum and made its stance official through a voted resolution. *See Exhibit 6, Res. No. 22.*

79. Even with Museum support from the County, an Operating Agreement was not executed, and by late 2023, the Hylton Foundation's representatives had asserted that any ground lease agreement must have been concluded and executed by December 31, 2024.

80. When that did not occur, the Hylton Foundation withdrew from further negotiations with the Museum.

81. In a letter dated January 25, 2024, the Hylton Foundation's counsel, John B. Connor, responded to Plaintiff's December 14, 2023 proposed ground lease revisions by restating that all agreements were subject to the "Preliminary Term Sheet" dated December 1, 2010, that lease payments were nominal, but ultimate ownership and control of the Property interests would remain with the Hylton Foundation until milestones were met. Since the very beginning, the Museum had pushed for inclusion of a reverter clause if certain milestones were not met, however, the letter expressly rejected any reverter or direct conveyance proposals.

82. In subsequent correspondence dated August 22, 2024, the Hylton Foundation refused to accept Museum characterizations of prior commitments, falsely asserting that "there

never has been any agreement to ‘give the property outright at one time to the Museum,’” and again rejecting the concept of a reverter clause or any method of transfer not conditional upon milestones determined solely by the Hylton Foundation.

83. The Hylton Foundation maintained that it “met or exceeded any and all requirements agreed to by Hylton.”

84. On December 16, 2024, Hylton Foundation counsel sent a letter to Museum counsel claiming that the Hylton Foundation’s commitments and pledges were limited to funding site work necessary “to make the site pad ready for development by the Museum” and explicitly rejected Plaintiff’s claim of an unconditional pledge of land as “simply erroneous.” This is a lie, and not only runs contrary to the Hylton Foundation’s October 24, 2012 Pledge Agreement which unequivocally stated that their “pledges are considered to be unconditional,” but to Conrad C. Hylton’s (the Hylton Foundation’s President), December 9, 2020 (and date of second signed auditor’s confirmation letter in 2022) signed confirmation letter to the Museum and its auditors that the Hylton Foundation had not only made the pledge of the land and commitment to fund “pad ready” site preparations, but that the pledges had no restrictions or conditions.⁸

85. Despite significant progress and investments by the Museum and regular meetings between Conrad Hylton and Dennis Brant, the Museum’s current CEO, the Hylton Foundation refused further negotiations and withdrew its prior ground lease offers, stating, “Hylton declines to engage in further discussions or negotiations with the Museum.”

86. To support its withdrawal, the Hylton’s falsely claimed years of “large, multiple year gaps in time with no substantive contact from the Museum,” although the timeline reflects

⁸ A true and accurate copy of the Hylton Foundation’s pledge confirmation is incorporated herein as Exhibit 1.

ongoing Museum activities, annual open houses, fundraising, site plan work, governmental engagement, and ongoing initiatives such as the Voices of Freedom oral history project.

87. Throughout these exchanges, the Hylton Foundation demanded documentation of the Museum’s financial capacity and operational plans, dismissed major governmental appropriations (\$7.5 million committed by Prince William County and the Commonwealth of Virginia for Museum construction), and disparaged the Museum’s filings and fundraising achievements, claiming that reported assets were inflated and the Museum “doesn’t have the financial ability to actually ‘build a Museum and conduct activities’ stated to be its purpose”

88. On November 21, 2024, Museum counsel sent a revised ground lease proposal, specifically incorporating timelines, milestones, and clarifying the means and timing for transfer of the Property’s ownership. The Museum’s proposal provided a structure in which the Hylton Foundation’s requirements were addressed and indicated substantial government support was in place. The letter requested further feedback, seeking to move toward a binding agreement with the Museum.

89. The Hylton Foundation responded by terminating negotiations entirely. In letters dated April 3, 2025 and May 7, 2025, the Hylton Foundation expressed “perplexity” that site development activities were continuing after the Hylton Foundation’s withdrawal of support.

90. The Hylton Foundation further demanded the transfer of all site plan rights and engineering work to the Hylton Foundation’s entity, without compensation, asserting sole ownership and control over the Property.

91. Despite the Museum’s substantial investment in planning, fundraising, and County coordination for site readiness, the Hylton Foundation refused any further cooperation or

discussion, blocking the Museum's ability to continue project development even with committed public and private support.

92. The Hylton Foundation's shifting positions, refusal to accept any method for transferring Property ownership to the Museum, repeated withdrawal from negotiations despite governmental support and clear milestone achievements, and demand for uncompensated Museum work have caused actual damages and jeopardized not only the Museum's investments, but the fulfillment of the charitable and public objectives set forth in the original pledge.

The Museum's Detrimental Reliance on the Hylton Foundation's Pledge

93. The Museum, to its detriment, relied on the Hylton Foundation's initial unconditional pledge and developed a site plan for construction and Museum programming and obtained the funds necessary to achieve site goals.

94. In furtherance of its Mission, the Museum met with hundreds of veterans and active-duty personnel, collecting their stories and vision for the Museum.

95. Additionally, the Museum committed significant resources to strategic planning, hiring Museum staff, engaging architects and engineers, pursuing and obtaining public and private donations, and courting lifelong donors.

96. The Museum maintained their efforts even as the Hylton Foundation repeatedly reversed its positions and imposed new and subjective conditions, causing not only direct financial harm to the Museum but also depriving the Northern Virginia community, our nation's veterans, and the public at-large of a vital cultural institution dedicated to honoring American service and sacrifice.

COUNT I
BREACH OF CONTRACT

97. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 96 as if set forth fully herein.

98. The October 24, 2012 Hylton Foundation pledge constitutes a valid and binding contract under Virginia law.

99. Plaintiff performed all duties and obligations required of it under the contract.

100. The Museum's reliance on the unconditional pledge made as a result provides legally sufficient consideration.

101. The Hylton Foundation's subsequent repudiation and refusal to complete the pledge, transfer the Property interests, and to provide the promised site work funding constitutes a material breach of contract.

102. As a direct and proximate result, the Museum has suffered damages, including loss of the property, loss of governmental and donor support, wasted resources, and injury to reputation.

WHEREFORE, Plaintiff NATIONAL MUSEUM OF AMERICANS IN WARTIME respectfully requests that this Court enter judgment in its favor and against Defendants THE CECIL AND IRENE HYLTON FOUNDATION INC. and THE AMERICANS IN WARTIME, LLC, and further:

- a. Declare the Plaintiff's right to receive the Property and site work funding per Defendants' October 24, 2012 pledge;

- b. Order specific performance requiring transfer of the Property and completion of the pledged site work;
- c. In the alternative to specific performance, award Plaintiff monetary damages in an amount of not less than \$50,000,000, or in such additional amount to be proven at trial;
- d. Enter an injunction prohibiting Defendants, their agents, employees, or contractors from performing any work, alterations, or improvements on the Property pending the resolution of this action and, as warranted, thereafter; and
- e. Award such other and further equitable relief as the Court deems just and proper.

COUNT II
UNJUST ENRICHMENT

103. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 96 as if set forth fully herein.

104. By publicly announcing that it had pledged the parcels of land to the Museum and the Museum's written acceptance of the pledge on October 24, 2012, benefits were conferred on the Defendants.

105. The Hylton Foundation has benefited from the Museum's efforts, expenditures, and governmental appropriations intended for development of the site, while withholding the promised Property and funds.

106. At all times Defendants were aware that the benefit was conferred because the Defendants utilized the purported land transfer and related positive media and community attention to achieve certain waivers and exclusions to land use restrictions, thus enabling Defendants to rezone, repurpose, and improve other Defendant-related lands so as to drive up those property values.

107. By now refusing to transfer the land and to honor its pledge, the Hylton Foundation seeks to inequitably enrich itself through retention and eventual sale or lease of the improved land, to Plaintiff's detriment and harm.

WHEREFORE, Plaintiff NATIONAL MUSEUM OF AMERICANS IN WARTIME respectfully requests that this Court enter judgment in its favor and against Defendants THE CECIL AND IRENE HYLTON FOUNDATION INC. and THE AMERICANS IN WARTIME, LLC, and further:

- a. Order Defendants to make restitution to Plaintiff for all benefits unjustly retained as a result of Plaintiff's expenditures, efforts, and governmental support concerning the Property and related site improvements;
- b. In the alternative to restitution, award Plaintiff the reasonable value of the benefits conferred upon Defendants, including monetary damages in an amount of not less than \$50,000,000, or such additional amount as may be proven at trial;
- c. Enter an injunction prohibiting Defendants, their agents, employees, or contractors from performing any work, alterations, or improvements on the Property pending the resolution of this action and, as warranted, thereafter; and
- d. Award such other and further equitable relief as the Court deems just and proper.

Dated: December 15, 2025

Respectfully submitted,

/s/ Benjamin G. Chew
Benjamin G. Chew (VSB #29113)
Andrew Crawford (VSB #89093)
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