

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is dated as of the 24th day of March, 2011, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate (the "Licensor" or "County Board"); and WESTAT, INC., a Delaware corporation (the "Licensee") (collectively, "the parties").

WHEREAS, by virtue of an instrument recorded in Deed Book 3326 at page 829 among the land records of Arlington County, Virginia, Licensor is the owner, in fee simple, of certain parcels of real estate, with improvements thereon, and appurtenances thereto, located in Arlington County, Virginia, at 3600 South Four Mile Run Drive, Arlington, Virginia, RPC #s 29022006, 29022008, 29022009 and 29022010 (the "County Parcel"); and

WHEREAS, Licensee desires to use a portion of the County Parcel to conduct health and nutrition physical examinations being performed as part of the National Health and Nutrition Examination Survey ("NHANES"). The NHANES examinations in Arlington County are expected to occur during the period April 7, 2011, to June 7, 2011. NHANES, which is Congressionally-mandated, will help to further the public's and government's understanding of the health and nutrition status of Americans.

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Licensed Premises. Licensor hereby grants to Licensee the permission to use, upon the terms hereinafter provided, that portion of the County Parcel described in "Exhibit A," attached hereto ("Licensed Premises"). Exhibit B, also attached hereto, illustrates the Licensed Premises.
2. Term. The term of this Agreement ("Term") shall begin on April 1, 2011 (the "Commencement Date") and, unless terminated sooner as provided hereunder, the Term shall continue until 11:59 p.m. Eastern Daylight Time on June 30, 2011 (the "Expiration Date").

3. Permitted Uses. Licensee is permitted to use, on a temporary basis, the Licensed Premises as follows:

(a) to conduct full physical health and nutrition examinations of up to five hundred (500) Arlington County residents, as part of the NHANES; and

(b) for the temporary placement of facilities, consisting of four (4) trailers, each approximately 48 feet long and 8.5 feet wide, which, when connected together with passageways, occupy a space of approximately 60 feet x 70 feet (4,200 square feet), to be used in conducting the NHANES work; and

(c) use for worker and client parking (approximately 15 to 20 parking spaces) associated with such work.

Subsections (a), (b) and (c) of this Section 3 are jointly hereinafter referred to as "Permitted Uses."

4. License Fee. The license fee for Licensee's use of the Licensed Premises during the Term of the License shall be Nine Thousand Dollars (\$9,000.00), payable in advance, upon the execution and delivery of this License by the Licensor.

5. Access to Licensed Premises. Licensee and its employees, agents, and survey participants shall have access to the Licensed Premises 24 hours per day and 7 days per week, subject to Licensor's reasonable security requirements and any interruption of access caused by damage or destruction to the Licensed Premises or any supporting public infrastructure, or any acts of the government or third parties.

6. Utilities. All electrical, plumbing and water hook-ups, services, and teardowns or removal will be solely the responsibility of the Licensee, and at Licensee's sole cost and expense. All utility work shall be performed by locally-licensed electricians and plumbers, who shall obtain all the necessary and appropriate permits prior to any work. All utilities costs associated with Licensee's use of the Licensed Premised and/or any other portion of the County Parcel during the Term of this License shall be paid by Licensee.

7. Restoration. Upon the expiration or earlier termination of this License, Licensee shall

return the Licensed Premises and any associated site utility work performed for, or on behalf of, Licensee to its original state, at Licensee's sole cost and expense.

8. Additional Approvals. No provision of this Agreement is intended or shall be construed to relieve the Licensee, its authorized employees, contractors, subcontractors, and agents, from their independent obligation to obtain all required permits and comply with all applicable laws, ordinances and regulations.

9. No Warranty of Condition or Suitability. THE LICENSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR FITNESS OF ANY PART OF THE LICENSED PREMISES, FOR ANY PARTICULAR PURPOSE, OR THE SUITABILITY OF ANY PART OF THE LICENSED PREMISES FOR THE PURPOSES OR NEEDS OF THE LICENSEE. THE LICENSEE IS SATISFIED THAT THE LICENSED PREMISES ARE SUITABLE AND FIT FOR THE PERMITTED USES.

10. Licensee's Contractors and Subcontractors.

(a) Prior to commencement of any work or activities within the Licensed Premises by a contractor or subcontractor of Licensee, the Licensee shall deliver to the Licensor evidence that the contractor or subcontractor maintains the same or additional insurance coverage as Licensee is herein required to maintain pursuant to this Agreement. In no event shall such contract or subcontract relieve Licensee of any of its obligations, responsibilities or liabilities under this Agreement.

(b) Licensee agrees to promptly pay, and require its authorized employees, contractors, subcontractors, and agents to pay all persons supplying labor, services and materials in the performance of any and all current and future work performed by or on behalf of Licensee within the Licensed Premises.

(c) Licensee, for itself, its authorized employees, contractors, subcontractors, and agents, shall indemnify and hold harmless Licensor and the elected and appointed officials, officers, employees, agents, contractors, subcontractors, service providers, utility providers, other licensees, and invitees of Licensor, individually and collectively,

from and against any and all claims, suits, actions damages, liabilities, costs, expenses, affidavits, or liens asserted by any person, firm or corporation on account of, or arising out of, any work performed within or upon the Licensed Premises, on account of, or arising out of any labor, material or services furnished to Licensee or to said authorized employees, contractors, subcontractors, and agents during the performance of any of Licensee's work upon the County Parcel, and against any claim for injury or death to persons or damage to any property.

11. Discharge of Liens. If any lien, encumbrance or charge is asserted, filed, or recorded, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued, or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims, whether or not valid, being herein collectively referred to as "Liens"), related to the work to be performed by Licensee, its authorized employees, contractors, subcontractors, and agents, whether or not valid, is made against the County Board or the County Parcel or any part thereof or the interest therein, or against any payment or other amounts payable under this Agreement, then the Licensee forthwith upon receipt of notice of the filing, assertion, entry or issuance of such lien (regardless of the source of such notice) shall give written notice thereof to the Licensor. Licensee, at its sole cost and expense, promptly shall take all actions (including the payment of money, the securing of a bond, and court actions or suits) as may be necessary to obtain the discharge in full of the lien and to remove or nullify the basis therefore. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the Licensor for the performance of any labor or services or the furnishing of any materials that would give rise to any lien against any portion of the County Parcel. All of Licensee's obligations and liabilities set forth in this Section 11 shall survive the expiration or termination of this Agreement.

12. No Liability, Indemnification.

(a) The existence and use of all personal property of Licensee, its authorized employees, contractors, subcontractors, and agents, in and/or on the Licensed Premises, shall be and remain, under any and all circumstances, at the sole risk and responsibility of the Licensee. The Licensor shall not be liable to any person or entity for any damage to,

or loss of such property, or for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the entry upon or the use of the Licensed Premises, except to the extent solely caused by the gross negligence or willful misconduct of Licensor, its elected and appointed officials, officers, employees, contractors and agents. The Licensee hereby covenants to defend, indemnify and hold harmless Licensor and its elected and appointed officials, officers, employees, contractors, agents and successors and assigns from all liability, costs and expenses for lost, stolen, damaged or destroyed personal property arising out of the entry upon, or use of, the Licensed Premises pursuant to the terms of this Agreement by the Licensee, its authorized employees, contractors, subcontractors, and agents, except to the extent solely caused by the gross negligence or willful misconduct of Licensor its elected and appointed officials, officers, employees, contractors and agents.

(b) Licensee acknowledges and agrees that Licensor, its elected and appointed officials, officers, employees, contractors, agents and successors and assigns shall neither be liable for, nor responsible for, any damages, special, consequential, punitive or otherwise, as a result of any claim relating to this Agreement or Licensee's, its authorized employees, contractors, subcontractors, and agents, use of, or entry upon, the Licensed Premises pursuant to the terms of this Agreement.

(c) Licensee hereby covenants to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property resulting from the work to be performed by Licensee pursuant to the terms of this Agreement:

(i) which occurs in or on any part of the Licensed Premises, or

(ii) which is caused by negligence or willful misconduct of Licensee, its authorized employees, contractors, subcontractors, and agents.

(d) All of Licensee's obligations and liabilities set forth in this Section 12 shall

survive the expiration or termination of this Agreement.

13. Insurance.

(a) Licensee or its contractors, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to Licensor, providing coverage for claims arising from or in connection with the exercise of the permission granted hereunder by Licensee for personal injury, death, property damage or loss suffered by any person, or entity with a minimum of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 12 of this Agreement from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to Licensor under this Agreement, nor as a limit of Licensee's duty of indemnification hereunder.

(b) Prior to the Commencement Date of this Agreement, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activity contemplated under this Agreement, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this Agreement shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for Licensor.

(c) The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall:

- (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; and
- (ii) name Licensor and others listed hereinafter as additional insureds and loss payee; and
- (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to Licensor except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. On or before the Commencement Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.
- (d) The following definition of the term "Licensor" applies to all policies issued under this Agreement:

"The County Board of Arlington County, Virginia, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; or Arlington County Constitutional Officers."

- (e) All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision:

"It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia."

(f) Prior to entry upon the Licensed Premises by Licensee, its authorized employees, contractors, subcontractors, and agents, the Licensee shall deliver to the Licensor evidence that the contractor or subcontractor maintains the same or additional insurance coverage as Licensee is herein required to maintain pursuant to this Section 13.

14. No Permanent Rights. Licensor and Licensee acknowledge that this Agreement is for Licensor to grant a license, as mere permission, to Licensee for Licensee's use and benefit. The parties agree that there is no intention whatsoever to grant to Licensee, its successors in title or interest, or to any other person or entity, any permanent rights or legal interests, of any kind, in the Licensed Premises or in Licensor's personal property.

15. Default. The term "Default," as used herein, shall mean any violation or failure by the Licensee to perform any of the conditions, covenants, obligations or agreements of this Agreement. In the event of Default, Licensee shall be and remain liable to Licensor for all monetary and other damages, liabilities, costs, and expenses arising from such Default. In the event of Default, this Agreement shall, at the option of Licensor, terminate, provided that any such violation or failure to perform any of such conditions, covenants, obligations or agreements shall continue for a period of thirty (30) days after written notice thereof has been delivered by Licensor to Licensee. If this Agreement should terminate by reason of the Licensee's Default, then Licensor shall have the right to prevent Licensee's entry to or access upon the Licensed Premises and to immediately remove, at the Licensor's sole option, and at the Licensee's sole cost, risk, and expense, any or all of the property of Licensee located upon the Licensed Premises.

16. Agreement to Pay Attorneys' Fees and Expenses. Licensee shall pay to Licensor all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensor in prevailing in a judicial proceeding to enforce any of the provisions of this Agreement, unless the judicial proceeding results in a final order or judgment dismissing with prejudice the action or suit filed by the Licensor. All of the sums paid or obligations incurred by

Licensors as aforesaid, shall be paid by Licensee to Licensor within fifteen (15) days after written demand by Licensor. All of Licensee's obligations and liabilities set forth in this Section 16 shall survive the expiration or termination of this Agreement.

17. Termination. Except as otherwise specifically provided herein as surviving the expiration or termination of this Agreement, and notwithstanding any other conditions to the contrary, if the Licensee violates or fails to meet any requirement of this Agreement, or any County permit, or ordinance, then Licensor shall provide Licensee with written notice of such violations or failures. If the Licensee's violation or failure continues for thirty (30) days from the date the Licensor sends the written notice of violation or failure to the Licensee, then the Licensor shall have the right to terminate this Agreement immediately or at any time thereafter, without penalty and without any liability whatsoever to Licensor, provided, however, that the notice and cure periods provided herein are not inconsistent with the requirement, permit, ordinance, or agreement violated by the Licensee. If Licensee fails to terminate its use of the Licensed Premises on the Expiration Date or upon the earlier termination of this Agreement, then Licensee shall be deemed a trespasser. The Licensor has the right to temporarily or permanently close the Licensed Premises, in the interest of public health, safety and welfare, without any liability whatsoever to the Licensor or others. The Licensee may terminate this Agreement at any time.

18. Inspection of Licensed Premises. The Licensor, its employees, contractors, subcontractors, and authorized agents, shall have the non-exclusive right, at all reasonable times during the Term, to enter upon the Licensed Premises to conduct all required, necessary, or other inspections deemed prudent in Licensor's sole discretion. Any such examination or inspection shall not be express or implied acceptance or approval by Licensor of the work being performed on the Licensed Premises.

19. Notices. All notices or other communications hereunder shall be in writing and shall be either hand delivered, sent by commercial courier (such as Federal Express) or sent by United States registered or certified mail, return receipt requested, at the following addresses or such other address hereafter provided by notice to the other party:

If to Licensor: Arlington County
Department of Environmental Services
Division of Engineering & Capital Projects
Real Estate Bureau
Attn: Real Estate Bureau Chief
2100 Clarendon Boulevard, Suite 800
Arlington, VA 22201

If to Licensee: Westat
Attn: Omar Bordatto RE-332
1600 Research Boulevard
Rockville, MD 20850-3129

Any party may, by notice given at least five (5) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective when delivered.

20. No Partnership, Joint Venture, Lease, or Easement; Use by Licensor. The parties hereby agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership; joint venture; the relationship of landlord and tenant between Licensor and Licensee; an ownership, leasehold interest, easement, or other property right in any portion of the County Parcel. Licensor, its employees, authorized contractors and subcontractors, shall have the right, at all times, to enter upon and use the County Parcel in any manner not inconsistent with Licensee's Permitted Uses.

21. Role of the Licensor/Licensor Decisions; No Waiver. The execution of this Agreement on behalf of the Licensor shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other governmental approval or consent required to be obtained by Licensor. Whenever, in this Agreement, Licensor is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a Licensor and not in its capacity as a governing authority or local governing body. Nothing in this Agreement shall be construed to waive any of Licensor's powers, rights or obligations as a governing authority of local governing body, whether or not affecting the Licensed Premises, including, but not limited to, its police power, right to grant or deny permits, right to collect taxes or fees, or any other

power, right or obligation whatsoever.

22. No Waiver of Sovereign Immunity by Licensor. Nothing in this Agreement, nor any action taken by Licensor pursuant to this Agreement, nor any document which arises out of this Agreement, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

23. No Rights in Third Parties. The parties hereto mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

24. No Assignment or Transfer. The Licensee shall not at any time assign or transfer this Agreement, or sublicense all or part of the Licensed Premises, except that this Agreement may be assigned to Licensee's successors in title and interest. This Agreement shall be binding upon and inure to the benefit of the successors in title and successors in interest of the Licensee. All of Licensee's obligations and liabilities set forth in this Section 24 shall survive the expiration or termination of this Agreement.

25. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this Agreement to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

26. Severability. If any term or provision of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, other than those terms or provisions which are held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

27. Approval of Agreement by Licensor. This Agreement shall not become effective unless and until the County Board approves this Agreement and it is signed on behalf of the Licensor.

If this Agreement is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the Licensor or Licensee and the Licensor and Licensee shall have no obligations whatsoever to each other.

28. Survival. Expiration or termination of this Agreement for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this Agreement to survive termination hereof.

29. Entire Agreement/Applicable Law. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof. The parties expressly acknowledge and represent that they have not relied on any oral or written representations, warranties, promises, statements, covenants or agreements, express or implied, direct or indirect, given or made by or on behalf of the other, except those representations, if any, expressly contained herein. This Agreement shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. All legal actions instituted by Licensor or Licensee concerning this Agreement shall be filed solely in the Arlington County General District or Circuit Court and in no other court.

30. Incorporation of Recitals. The foregoing recitals are fully incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and delivered as their respective acts, intending to be legally bound by its terms.

[SIGNATURES ON THE FOLLOWING PAGES]

LICENSOR: THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

BY: Barbara M. Donnellan
NAME: Barbara M. Donnellan
TITLE: County Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Arlington

The foregoing instrument was acknowledged before me by Barbara M. Donnellan, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 24th day of March, 2011.

[Signature]
Notary Public

My Commission expires: April 30, 2014



APPROVED AS TO FORM:
[Signature]
Tammey Hawk-Jackson
Notary Public
Frederick County, MD
My Commission Exp. 12/31/2012

[Signature]
COUNTY ATTORNEY

LICENSEE: WESTAT, INC., a Delaware corporation

BY: *Omar Bordatto*

NAME: Omar Bordatto

TITLE: Associate Director, Advance Arrangements

STATE/Commonwealth of Maryland
CITY/COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by Omar Bordatto of WESTAT, INC., a Delaware corporation, this 18th day of March, 2011.

Tammy Hawk-Jackson
Notary Public

My Commission expires: 9/17/12

**Tammy Hawk-Jackson
Notary Public
Frederick County, MD
My Commission Exp. 9/17/2012**

EXHIBIT A

LICENSED PREMISES DESCRIPTION

Lots 12 through 32, Green Valley, as the same is duly dedicated, platted and recorded in Deed Book 720, at page 242, among the land records of Arlington County, Virginia.

