

**LICENSE AGREEMENT
USE OF PREMISES**

Port of Benton-Mission Support Alliance, LLC

THIS LICENSE AGREEMENT is entered into between the Port of Benton, a municipal corporation of the State of Washington, referred to as "Port" and Mission Support Alliance, LLC, referred to as "MSA" acting by and through its Prime Contract with the U.S. Department of Energy.

WHEREAS, the parties wish to enter into a License Agreement to allow MSA to locate certain weather measuring devices at the Port's Richland Airport Tower located at 1901 Terminal Drive, Richland, Washington 99354 solely for the purpose set forth in Article 2.0. The permission granted under this License Agreement shall not be construed to convey any right, title, or interest in the Premises. Further, MSA represents the rights granted to it under this License Agreement shall in no way hinder or impact any Port of Benton business operation or the business operations of any Port tenant; now therefor

IT IS HEREBY AGREED between the parties as follows:

1. MSA is authorized to utilize said premises for the purpose of locating, operating and maintaining weather measurement equipment in accordance with the applicable laws, regulations and requirements. Subject to the approval of the Port, said premises shall be utilized solely for such purpose(s) and for no other purpose.
2. Any installations, alteration, improvements, or repairs made by MSA shall be at MSA's expense and shall be done only at times and in conformity with advance acceptance of the Port, and in accordance with the laws, rules, regulations, ordinances and requirements of governmental agencies, offices and board having jurisdiction. All work performed shall be done in a good workmanlike manner and with material of the quality and appearance customary in the trade for first-class construction of the type in which the equipment is located.
3. MSA agrees to obtain the prior approval of the Port for all entry and construction of installation of equipment to the Premises.
4. This agreement shall commence on the 1st day of April, 2013.
5. MSA and the Port agree this is a no cost/no charge License Agreement issued for the convenience of the Parties. MSA shall pay all expenses related to its use of the Premises, including the Leasehold Excise Tax, if applicable.
6. The permission granted under this agreement may be terminated at any time by the Port with or without cause. Notice of such termination shall be in writing and shall be effective upon MSA's receipt of such notice. MSA shall be allowed a reasonable time not to exceed sixty (60) days, to remove its property from the premises upon termination.

7. The premises are accepted by MSA "as-is." Port of Benton makes no express or implied warranty or representation as to the condition of the premises, or to the suitability of said premises for the usage outlined above. MSA agrees that it has inspected said premises and found them acceptable for its uses.
8. MSA agrees to return the premises to the same condition as existed prior to the commencement of the use. MSA shall indemnify the Port for any damages or injury sustained to the premises as a result of MSA usage of said premises.
9. MSA shall be responsible for any liability, loss, damages, expenses or costs, including attorney fees, incurred or arising from any demand, claim, suit, action or any other proceeding resulting from MSA's use or use by MSA's employees of the Port property, or any activities of MSA or MSA employees or agents, any negligent, intentional or willful act or omission or any default or breach of this agreement.
10. Whenever either party is permitted or required to provide notice to the other party under the terms of this License, the notice may be personally delivered to the other party or left with an employee of the other party at the party's office or mailed by certified mail to the following addresses:

Port of Benton
Attn: John Haakenson
3100 George Washington Way
Richland, WA 99354

Phone: 509-375-3060

Mission Support Alliance, LLC
Attn: Melissa Demiter
P.O. Box 650 MSIN: H7-10
Richland, WA 99352

Phone: 509-376-3456

11. In the event either party must employ the services of an attorney to enforce any of the terms or conditions of this License, the prevailing party shall be entitled to recover all costs and expenses incurred in enforcing the terms of the License including reasonable attorney fees.
12. This agreement constitutes the entire agreement between the parties and there are no verbal representations which amend or modify this agreement. Any amendments to this agreement shall be in writing and shall be signed by the parties in order to be effective. This agreement shall be interpreted and enforced according to the laws of the State of Washington and the venue of any action shall be in Benton County, Washington.

IN WITNESS WHEREOF the parties have entered into this agreement on the 1st day of April, 2013.

PORT OF BENTON:

By: 

SCOTT D. KELLER
Executive Director

MISSION SUPPORT ALLIANCE, LLC:

By: 

Title: Contract Specialist