
**ARLINGTON COUNTY
ECONOMIC DEVELOPMENT INCENTIVE
GRANT AGREEMENT
(APT)**

This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (this “**Agreement**”) is made, on the date of full execution (the “**Effective Date**”), by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (the “**County Board**”), a body corporate and politic of the Commonwealth of Virginia, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY**, a political subdivision of the Commonwealth of Virginia (the “**IDA**”), and **APPLIED PREDICTIVE TECHNOLOGIES, INC.**, a Delaware corporation authorized to transact business in the Commonwealth of Virginia (“**APT**”). Individually the County Board, APT, and the IDA may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS:

WHEREAS, APT desires to expand, equip, improve, and maintain its operations in Arlington County, Virginia, and has executed a lease for at least 80,000 square feet of office space at 4250 Fairfax Drive in Arlington County, Virginia (the “**APT Arlington Facility**”); and

WHEREAS, in order to incentivize and induce APT to (i) lease the APT Arlington Facility through at least June 30, 2022, and (ii) create and Maintain at least Three Hundred Sixty Eight (368) New Jobs by June 30, 2022, pursuant to the terms and conditions of this Agreement, the County Board has agreed, subject to appropriation and pursuant to the Industrial Development and Revenue Bond Act of the Code of Virginia of 1950, as amended, to allocate and provide up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in certain economic development incentive general funds to the IDA for the benefit of APT (“**EDI Grant**”), subject to the terms and conditions of this Agreement; and

WHEREAS, APT has agreed to accept the EDI Grant from the IDA as an incentive to lease the APT Arlington Facility through at least June 30, 2022, and create and Maintain at least Three Hundred Sixty Eight (368) New Jobs by June 30, 2022, pursuant and subject to the terms and conditions of this Agreement; and

WHEREAS, the County Board, the IDA and APT desire to set forth their understanding and agreement as to the conditions, payout and use of the EDI Grant proceeds, and the obligations of each of the Parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable considerations, mutual benefits, promises and undertakings of the Parties to this Agreement, the

receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

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

(a) ***“Baseline”*** means Two Hundred Fifty Seven (257) full-time jobs at the APT Arlington Facility, upon which the determination of value for the EDI Grant was based.

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

(c) ***“New Job”*** means a new permanent full-time job of an indefinite duration at the APT Arlington Facility for which standard fringe benefits are provided for the employee by APT or an APT Affiliate (as defined below) which is counted by APT for the purpose of obtaining the EDI Grant from the IDA, and which increases the number of full-time jobs at the APT Arlington Facility above the Baseline. For purposes of measuring New Jobs, APT may include employees who have yet to commence employment with APT but have signed an offer letter with APT to commence employment on or prior to August 31 of the applicable measurement year. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of APT’ operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary position, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The average annual cash compensation for the full time APT employees on the date of measurement of the New Job must be equal to or greater than One Hundred Forty-Eight Thousand Two Hundred Thirty-One and 00/100 Dollars (\$148,231.00) If the annual average cash compensation for all full time APT employees on the date of measurement for the New Jobs is less than One Hundred Forty-Eight Thousand Two Hundred Thirty-One and 00/100 Dollars (\$148,231.00), APT will remove the lowest paying job(s) one by one and, after each job is removed, recalculate the average annual cash compensation for all full time APT employees until such point at which it is equal to or exceeds such amount (and not count any removed jobs as a New Job).

3. **Intentionally Omitted.**

4. APT Covenants and Obligations.

(a) APT covenants and agrees to locate, equip, operate, maintain the facility and to lease at least 80,000 square feet of office space at the APT Arlington Facility until at least June 30, 2022 (the “**Facility Lease Target**”).

(b) APT covenants and agrees to create and Maintain the following New Jobs at the APT Arlington Facility (the “**Accumulated New Jobs Target**”):

(i) at least fifty-four (54) New Jobs at the APT Arlington Facility on or before June 30, 2018;

(ii) at least one hundred eighteen (118) Accumulated New Jobs at the APT Arlington Facility on or before June 30, 2019;

(iii) at least one hundred eighty-nine (189) Accumulated New Jobs at the APT Arlington Facility on or before June 30, 2020;

(iv) at least two hundred seventy four (274) Accumulated New Jobs at the APT Arlington Facility on or before June 30, 2021; and

(v) at least three hundred sixty eight (368) Accumulated New Jobs at the APT Arlington Facility as of June 30, 2022.

(c) APT covenants and agrees to use the EDI Grant proceeds to pay for or reimburse the cost of the build-out of the APT Arlington Facility, relocation costs and start-up expenses incurred when migrating to the APT Arlington Facility or for recruiting and training of its employees at the APT Arlington Facility.

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

(e) APT covenants and agrees that the average annual wage of the New Jobs as of June 30, 2022 will be at least One Hundred Forty Eight Thousand Two Hundred Thirty One and 00/100 Dollars (\$148,231.00), which is more than the prevailing average annual wage in Arlington County of Eighty-Three Thousand Seven Hundred Twenty and 00/100 Dollars (\$83,720.00).

(f) APT’s sole and exclusive liability and the County Board and IDA’s sole and exclusive remedy for APT’s failure to hit the Targets or comply with any other obligation in Sections numbered 4(a) through 4(e) will be as set forth in Section 8. In no event will APT have any other liability to County Board or IDA for any failure to meet its covenants in Sections numbered 4(a) through 4(e).

(g) For clarity, for the purpose of APT meeting its obligations hereunder, any leasing by an APT Affiliate at the APT Arlington Facility will be included as a lease to APT and New Jobs at the Facility where an APT Affiliate is the employer will be considered for purposes of this Agreement to be New Jobs. An “APT Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with APT.

5. **IDA Covenants and Obligations.** Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to APT, the IDA shall, subject to the Disbursement Prerequisites in Section 6 below, disburse the EDI Grant payments to APT pursuant to Section 7 below.

6. **Disbursement Prerequisites.** Notwithstanding any other provision in this Agreement to the contrary, the obligations of the IDA to disburse all or the earned portion of an EDI Grant to APT on the applicable EDI Grant Distribution Date listed in the Grant Distribution Schedule in Section 7(a) below are subject to and conditioned on the fulfillment of the following disbursement preconditions (the “Disbursement Prerequisites”):

(a) **Receipt of Notarized Affidavit.** On or before July 15, 2018, July 15, 2019, July 15, 2020, July 15, 2021, and July 15, 2022, APT must have provided the County Manager, or his designee, with a notarized affidavit (“Notarized Affidavit”), a *sample* of which is attached hereto as **Exhibit A**, declaring, among other things:

(i) The total number of Accumulated New Jobs created and Maintained by APT as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Milestone Schedule below;

(ii) The amount of square footage leased and occupied by APT at the APT Arlington Facility as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period, listed in the Milestone Schedule below;

(iii) APT has applied for and qualified as a “qualified new or expansion technology business” pursuant to Chapter 66 of the Arlington County Code; and

(iv) Whether APT has fulfilled the milestones listed in the following Milestone Schedule as of the corresponding EDI Grant Confirmation Deadline for the proceeding EDI Grant Performance Period.

Milestone Schedule

EDI Grant Confirmation Deadline	EDI Grant Performance Period	Accumulated New Jobs Created / Maintained By APT as of the EDI Grant Confirmation Deadline	Total Square Footage Leased by APT at the APT Arlington Facility as of the EDI Grant Confirmation Deadline
06/30/2018	07/01/2017 – 06/30/2018	54	80,000

06/30/2019	07/01/2018 – 06/30/2019	118	80,000
06/30/2020	07/01/2019 – 06/30/2020	189	80,000
06/30/2021	07/01/2020 – 06/30/2021	274	80,000
06/30/2022	07/01/2021 – 06/30/2022	368	80,000

(b) **Release of Tax Information.** APT must sign the Authorization to Release Confidential Tax Information (attached as Exhibit B), which authorizes the Arlington County Office of Commissioner of Revenue to release APT’s business license tax (BPOL) and business tangible personal property tax information to Arlington County Economic Development and the Arlington County Department of Management and Finance. The County will treat the tax information as confidential and will not release it to the public, except as part of a composite of real estate and employee-related revenue data in accordance with section 10 (o).

(c) **Payment of Taxes.** On or before July 15, 2018, July 15, 2019, July 15, 2020, July 15, 2021, and July 15, 2022, APT must be current on all applicable property, business, professional and occupational license taxes assessed to APT by Arlington County.

(d) If APT has not met the Disbursement Prerequisites (i.e., delivered the Notarized Affidavit or kept current on taxes) on or by such date, the remaining disbursement may be delayed on a day-by-day basis for up to ninety (90) days until such Disbursement Prerequisites are met.

(e) The County will ensure that the County Manager confirms in writing APT’s compliance with each of the Disbursement Prerequisites within twenty (20) days of receiving notice of APT’s completion of the prerequisites. The IDA will promptly notify the County and APT in writing if the IDA has not received such confirmation by August 5, 2018, August 5, 2019, August 5, 2020, August 5, 2021, and August 5, 2022.

7. Disbursement of EDI Grants.

(a) Upon APT’s satisfaction of the Disbursement Prerequisites in Section 6 above, on August 15, 2018, August 15, 2019, August 15, 2020, and August 15, 2021 (or as may be delayed pursuant to Section 6(d)) (each an “**EDI Grant Distribution Date**”), the IDA shall disburse to APT all or the earned portion of the EDI Grant to APT in accordance with the following “**Grant Distribution Schedule**” and subject to the “**Grant Distribution Conditions**” set forth in Section 7(b) below:

Grant Distribution Schedule

EDI Grant Confirmation Deadline	EDI Grant Distribution Date	EDI Grant Distribution Amount	Accumulated New Jobs	Leased Square Feet
06/30/2018	08/15/2018	Up to \$375,000.00	54	80,000
06/30/2019	08/15/2019	Up to \$375,000.00	118	80,000
06/30/2020	08/15/2020	Up to \$375,000.00	189	80,000
06/30/2021	08/15/2021	Up to \$375,000.00	274	80,000

06/30/2022	No Distribution	\$0.00	368	80,000
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(b) Grant Distribution Conditions.

(i) *Full Distribution of EDI Grant.*

A. New Jobs Target. If, as of the applicable “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has created and Maintained at least ninety percent (90%) of the corresponding “Accumulated New Jobs” listed in the above Grant Distribution Schedule, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse an EDI Grant to APT in the amount of One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00).

B. Facility Lease Target. If, as of the applicable “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has leased at least ninety percent (90%) of the corresponding “Leased Square Feet” listed in the above Grant Distribution Schedule at the APT Arlington Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse an EDI Grant to APT in the amount of One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00).

(ii) *Partial Distribution of EDI Grant.*

A. New Jobs Target. If, as of the applicable “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has created and Maintained between fifty percent (50%) and eighty-nine percent (89%) of the corresponding “Accumulated New Jobs” listed in the above Grant Distribution Schedule, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse a partial EDI Grant to APT for an amount equal to the actual percentage of Total New Jobs created and Maintained as of the corresponding EDI Grant Confirmation Deadline multiplied by One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00).

B. Facility Lease Target. If, as of the applicable “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has leased between fifty percent (50%) and eighty-nine percent (89%) of the corresponding “Leased Square Feet” listed in the above Grant Distribution Schedule at the APT Arlington Facility then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse a partial EDI Grant to APT for an amount equal to the actual percentage of square feet leased by APT at the APT Arlington Facility as of the corresponding EDI Grant Confirmation Deadline multiplied by One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00).

(iii) *No Distribution of EDI Grant.*

A. New Jobs Target. If, as of an “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has not created and Maintained at least

fifty percent (50%) of the Accumulated New Jobs listed in the above Grant Distribution Schedule, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse the annual New Jobs portion of the EDI Grant to APT.

B. Facility Lease Target. If, as of an “EDI Grant Confirmation Deadline” in the Grant Distribution Schedule above, APT has not leased at least fifty percent (50%) of the “Leased Square Feet” listed in the above Grant Distribution Schedule at the APT Arlington Facility, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse the annual Facility Lease Target portion of the EDI Grant to APT.

8. Repayment of EDI Grant.

A. New Jobs Target. APT must Maintain one hundred eighty four (184) or more Accumulated New Jobs as of June 30, 2022, or repay to the IDA all EDI Grant money that it has received in connection with the New Jobs Target.

B. Facility Lease Target. APT must lease at least forty thousand (40,000) square feet of office space at the APT Arlington Facility by June 30, 2022, or repay to the IDA all EDI Grant money received in connection with the Facility Lease Target.

9. EDI Grant Confirmation Deadline Extension. If the County Manager, in consultation with the IDA, deems that APT has made good faith and reasonable efforts to Maintain at least one hundred eighty-four (184) Accumulated New Jobs and to lease at least forty thousand (40,000) square feet of the “Leased Square Feet” that are required to retain the EDI Grants disbursed by the IDA pursuant to Section 7 above, the County Manager may agree to extend the final EDI Grant Confirmation Deadline of June 30, 2022 by up to three hundred sixty-five (365) days. To be considered for the extension, APT must submit a written request to the County Manager no later than May 31, 2022. The County will send written notice of any extension to the IDA and APT and the extended EDI Grant Confirmation Deadline will become the final “EDI Grant Confirmation Date” for the purposes of this Agreement.

10. Miscellaneous Provisions.

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

To the County: Arlington County
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201
Attn: Mark Schwartz, County Manager

Fax: (703) 228-3218
Email: MSchwartz@ArlingtonVA.US

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

Arlington County
Arlington Economic Development
1100 North Glebe Road, Suite 1500
Arlington, Virginia 22201
Attn: Victor L. Hoskins, Director
Fax: (703) 228-0805
Email: VHoskins@ArlingtonVA.US

To APT: Applied Predictive Technologies, Inc.
901 North Stuart Street, Suite 1000
Arlington, Virginia 22203
Attn: Cathy Baker
Fax: (703)243-8742
Email: cbaker@aptmail.com

With a Copy to: Applied Predictive Technologies, Inc.
901 N Stuart Street, Suite 1000
Arlington, VA 22203
Attn: General Counsel
Fax: (703) 243-8742
Email: legal@aptmail.com

To the IDA: Industrial Development Authority of Arlington County
2100 Clarendon Blvd, Suite 501
Arlington, Virginia 22201
Attn: Jason Friess, Secretary/Treasurer
Fax: (703) 224-3401
Email: JFriess@arlingtonva.us

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. APT may change its

address on written notice. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties hereto as to the EDI Grant and may not be amended or modified, except in writing, signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. APT may not assign its rights and obligations under this Agreement without the prior written consent of the County Board and the IDA, provided that no such consent will be required for an assignment by APT to an APT Affiliate.

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

(d) No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

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

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

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. Each of the capitalized terms expressly defined in this Agreement shall be applicable equally to the singular and the plural forms of such terms and to all genders.

(h) Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

(i) Determinations; Disbursements.

(i) Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by APT shall be binding on the IDA. The IDA may request such determinations by the County Manager as necessary.

(ii) The IDA shall have no responsibility to disburse any funds to APT beyond the amount the IDA has received from or on behalf of the County Board for the purpose.

(j) No Waiver of Sovereign Immunity by County Board or IDA. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County Board or the IDA, 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 Arlington County's or the IDA's respective elected and appointed officials, officers and employees.

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

(l) Attorney's Fees. Attorney's fees shall be paid by the Party incurring such fees.

(m) Business Day Convention. If the date of any required action hereunder falls upon a weekend day, or a holiday when the New York Stock Exchange is not open for business, the required action may be deferred to the next occurring business day.

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

(o) Confidentiality. Unless otherwise required by applicable law, the County Board and IDA will use reasonable efforts to keep all reports and other information submitted by APT as confidential and will not make such reports available publicly or as part of any FOIA request, except that the County may include in periodic reporting to the County Board APT's

reported information concerning jobs added, square feet leased, incentives that the County has paid to APT and composite tax and revenue data, similar to the Virginia Economic Development Partnership's Commonwealth Opportunity Fund reporting. If APT's confidential reports and information are otherwise required to be made public or disclosed, the County Board or IDA will notify APT and cooperate with APT to redact any information that is legally permitted to be redacted. For clarity, nothing in this section (o) is intended to prohibit the County Board or IDA from fulfilling any requirement under an applicable law or regulation.

(p) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the County Board, the IDA, and APT have each executed, or caused to be duly executed, this Economic Development Incentive Grant Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA, a
body corporate and politic of the
Commonwealth of Virginia


Stephen A. MacIsaac, County Attorney

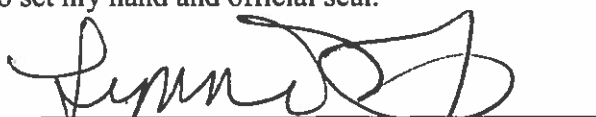
By: 
Mark Schwartz, County Manager

ACKNOWLEDGMENT

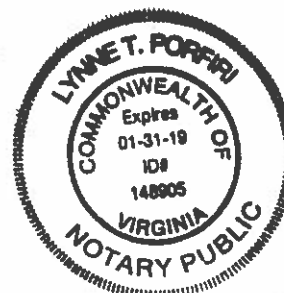
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 18th day of October, 2016, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as County Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia, by himself as County Manager of Arlington County, Virginia

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


Notary Public

My Commission Expires: 11/31/19



**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of
Virginia

By: John Washington
John Washington, Chairman

ACKNOWLEDGMENT

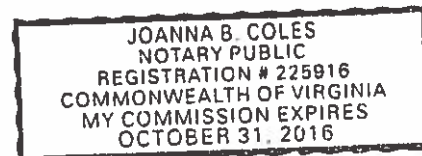
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 26th day of October, 2016, before me, personally appeared John Washington, who acknowledged himself to be the Chairman of the Industrial Development Authority of Arlington County, Virginia in the above instrument, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Industrial Development Authority of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia, by himself as Chairman of the Industrial Development Authority of Arlington County, Virginia.


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

Joanna B. Coles
Notary Public

My Commission Expires: 10/31/16



**APPLIED PREDICTIVE TECHNOLOGIES,
INC., a Delaware corporation**

By: 
Name: Patrick O'Reilly
Title: President + CEO

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Fairfax

On this the 4th day of October, 2016, before me, personally appeared Patrick O'Reilly who acknowledged himself to be the President + CEO of Applied Predictive Technologies, Inc. in the above instrument, and that he, as President + CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Applied Predictive Technologies, Inc., a Delaware corporation, by himself as President + CEO of Applied Predictive Technologies, Inc.

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

ELIZABETH JANE COMPSON
Notary Public
Commission #: 7578113
Commonwealth of Virginia
My Commission Expires Nov. 30. 2018


Notary Public

My Commission Expires: _____

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

AFFIDAVIT
OF
[INSERT NAME OF GRANTEE]

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Subscribed and sworn before me this ____ day of _____, 20__

[*INSERT NAME*], [*Insert Title*] of **APPLIED PREDICTIVE TECHNOLOGIES, INC.**, a Delaware corporation authorized to transact business in the Commonwealth of Virginia (“**APT**”), after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

- (a) [*Insert Name*] is [*Insert Title*] of APT, and as [*Insert Title*] has been duly authorized to execute and deliver this Affidavit for and on behalf of APT. The Affidavit is a requirement of that certain Arlington County Economic Development Incentive Grant Agreement, dated _____, 2016, by and among the County Board of Arlington County, Virginia, the Industrial Development Authority of Arlington County, and APT (the “**Grant Agreement**”). All actions required under APT’s organizational documents and applicable governing law for the authorization, execution and delivery of this Affidavit have been duly taken (to the extent such actions are required) as of the date of execution and delivery of this Affidavit.
- (b) As of _____, 20__ (the “**EDI Grant Confirmation Deadline**”):
 - (i) APT has created and Maintained (as defined in the Grant Agreement) a total of _____ (____) New Jobs (as defined in the Grant Agreement) at the APT Arlington Facility (as defined in the Grant Agreement);
 - (ii) APT has leased and occupied _____ (____) square feet at the APT Arlington Facility (as defined in the Grant Agreement);
 - (iii) APT has applied for and qualified as a “qualified new or expansion technology business” pursuant to Chapter 66 of the Arlington County Code; and
 - (iv) As of the EDI Grant Confirmation Deadline, APT [has / has not] fulfilled the milestones listed in the Milestone Schedule in Section 6(a)(iii) of the Grant Agreement for the proceeding EDI Grant Performance Period.

I, _____, a notary public, do hereby certify that _____, the affiant whose name is subscribed to the foregoing affidavit duly swore and made oath that the facts contained therein are true and correct to the best of his/her information, knowledge and belief, before me in the said City/County of _____, Commonwealth of Virginia, this _____ day of _____, 20__

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

My commission expires:

Notary Public

Notary Registration No. _____

[*Reproducible Notarial Seal*]

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

Attachment 1

Accumulated New Jobs Created and Maintained as of the EDI Grant Confirmation Deadline

Employee Number	Salary	Start Date
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