


West Los Angeles budget, revenues  
& expenditures

Request 7: Copies of all current land  
agreements

Long Term Sharing Agreements



44. Sharing Agreement Number V691S-5257  
(Jul 2004 to Jun 2014)

**VA Greater Los Angeles Healthcare System  
Enhanced Health Care Resources Sharing Agreement**

- 1. Sharing Agreement: This Contract (V691S-5257) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.**

**This Contract provides for space in Bldg. 212 at the VA Greater Los Angeles Healthcare Center (VA GLAHC), 11301 Wilshire Blvd., Los Angeles, CA 90073 and as specified in subparagraph 1B below.**

**The terms of the Contract are as follows:**

- A. Parties: The Salvation Army of Southern California, hereinafter referred to as "Sharing Partner" and VA Greater Los Angeles Healthcare System, West Los Angeles.**
- B. Resources to be shared: Sharing Partner to occupy the entire third and second floor and the west wing of the first floor of Building #212. See Attachment "B" Attachments "A", "B", "C", "D", "E" and "F" are made part of this Agreement.**
- C. Period of Performance: Ten years with one (1) ten-year option beginning from the date of execution of this agreement. The Sharing Partner shall have the right to renew this agreement for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.**
- D. Purpose: To provide space for housing and services to veterans transitioning from mental health and substance abuse problems to appropriate housing and services in the community.**
- E. Pricing and Payment Terms: The Sharing Partner shall pay the VA in accordance with the negotiated payment schedule outlined in Attachment "C". The VAGLAHS will make available space per schedule on Attachment "B".**
- F. Payment: The Sharing Partner shall make all payments (rental fees) payable to Department of Veterans Affairs, referencing this Enhanced Sharing Agreement Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed. Payment(s) shall be in the form of a certified or cashier's check, bank draft, or US Post Office Money Order and delivered to:**

Greater Los Angeles Healthcare System  
11301 Wilshire Blvd.  
Director, Asset Management  
Building 500, Room 6428  
West Los Angeles, CA 90073

- G. Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES: The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall**

give all direction for these areas. Nothing is to be decided without consultation with the CO.

- H. **Restriction:** The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- I. **Security:** The DVA shall provide security for the GLAHC, and may patrol building 212 and adjacent areas. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles Security Police, may be conducted during the period of occupancy, provided that said random inspections do not materially interfere with Sharing Partners activities.
- J. **Insurance:** The Sharing Partner shall provide a minimum of **\$1,000,000 (One Million Dollars General Liability, Automobile Liability, and Workers Compensation and Employers Liability Insurance)** prior to commencement of occupancy, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- K. Sharing Partner will ensure occupancy area is restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of occupancy unless otherwise agreed to by the CO. The Sharing Partner shall be responsible for all damages to the occupied area of Building 212, VA GREATER LOS ANGELES HEALTHCARE Center. Any repairs, if necessary, will be at the expense of Sharing Partner.

## 2. GENERAL TERMS AND CONDITIONS SHALL BE AS FOLLOWS:

- A. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
- B. **Termination:** Either party may terminate this sharing agreement, with three hundred sixty five (365) days written notice for cause, by decree of Public Law or the declaration of a Federal, State or local emergency. In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination except that in the case of a termination by the VA (other than as provided in subparagraphs (I) and (II) below, Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made by the

Sharing Partner to the Shared Property in accordance with the amortization schedule set forth in Attachment "D" of this sharing agreement.

- (i) **Termination for Cause.** The VA may terminate this contract, or any part Hereof, for cause in the event of any material default by the Sharing Partner, or if the Sharing Partner fails to provide the VA, up [on written request, with adequate assurances of future performance, by giving at least 90 days prior written notice. In the event of termination with cause, the Sharing Partner shall be liable to the VA for any and all rights and remedies provided by law. If it is determined that the VA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (ii) The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered.

**C. Modification:** This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.

**D. Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.

**E. Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

**F. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)

**G. Indemnification:** Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract. As determined under and to the extent permitted by the provisions of the Federal Tort

Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold harmless The Salvation Army of Southern California, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.

**H. Independent Contractor:** VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles is an independent contractor with respect to the rental agreement under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles and Sharing Partner.

**I. Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs  
Greater Los Angeles Healthcare System  
Ralph D. Tillman  
Director, Asset Management  
11301 Wilshire Blvd.  
Bldg. #500, Room #6428  
Los Angeles, CA 90073  
Telephone: [REDACTED]

The Salvation Army of So. California  
Name:  
Title: Divisional Secretary  
900 W. James M. Wood Blvd.  
Los Angeles, CA 90015  
Office: [REDACTED]  
Fax: [REDACTED]  
Tax ID:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America  
Department of Veterans Affairs  
VA Greater Los Angeles Healthcare System

Sharing Partner  
THE SALVATION ARMY, A CALIFORNIA CORPORATION

By

By

Ralph D. Tillman  
Director, Asset Management  
Greater Los Angeles Healthcare System

TREASURER

ASST. SECRETARY

7-15-04

7/20/04

Date

|   |   |
|---|---|
| THE SALVATION ARMY                                |   |
| SOUTHERN CALIFORNIA DIVISION                      |   |
| FINANCE COUNCIL                                   |   |
| JUN 17 2004                                       |   |
| <input checked="" type="checkbox"/> Date Approved | <input type="checkbox"/> Not Approved     |
| <input type="checkbox"/> Recommended              | <input type="checkbox"/> Concept Approval |
| <input type="checkbox"/> Reviewer Noted           | <input type="checkbox"/> Referred         |
| LEGAL REVIEW [Signature]                          |   |

DATE 7/16/04 INITIAL [Signature]

44-4

**ATTACHMENT A**

**Lease Rider  
And  
Estoppel Agreement**

## Attachment "B" Resources To Be Shared

- **Place of Contract Performance:**

11301 Wilshire Blvd., Los Angeles, CA 90073

- **Location:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas and exterior areas of Bldg. 212 to the extent reasonable and necessary to access and use the occupied areas. By mutual agreement and modification to this contract, additional areas in Bldg. 212 may be occupied by the Salvation Army.
- Sharing partner shall comply with DVA signage policy as indicated on Attachment "E".
- Smoking shall be confined to outside designated smoking shelters.
- Random inspections by the CO, the CO's Technical Representative (COTR) and the VA Security Police may be conducted during the Period of Performance after giving the Sharing Partner reasonable notice.
- There shall be no possession or consumption of alcoholic beverages on VA grounds.
- Sharing Partner shall be responsible for all janitorial services and supplies, trash removal, as well as, routine interior maintenance and repairs within the occupied areas.
- All remodeling and/or renovation considered appropriate or desired by the Sharing Partner shall be pre-approved by the DVA. Any shared cost of such remodeling or renovation is subject to negotiations.
- Telephone/data lines and long distance access will be purchased by the Salvation Army from the local phone company and coordinated through DVA Information Resource Management (IRM).

## ATTACHMENT "C" FEE SCHEDULE

**Rent or Occupancy Fee:** Effective at completion of renovation by the Salvation Army of the west wing of the first floor of Building #212 or on February 1, 2006, whichever is earlier (such date shall be referred to as the projected occupancy date of the west wing of the first floor), the Salvation Army shall pay to the DVA a monthly rental of \$1500.00 for occupancy of the portions of Building #212 described in Attachment "B" (said amount to reflect the entire fee paid by the Salvation Army to the DVA for building use, including utilities), except that this rental fee shall be waived by the DVA each month after the projected occupancy date of the west wing of the first floor until the cumulative amount of rental fees waived is equal to the actual cost to the Salvation Army of designing and installing fire sprinklers in those portions of Building #212 not occupied by the Salvation Army i.e. the east wing of the first floor and basement.

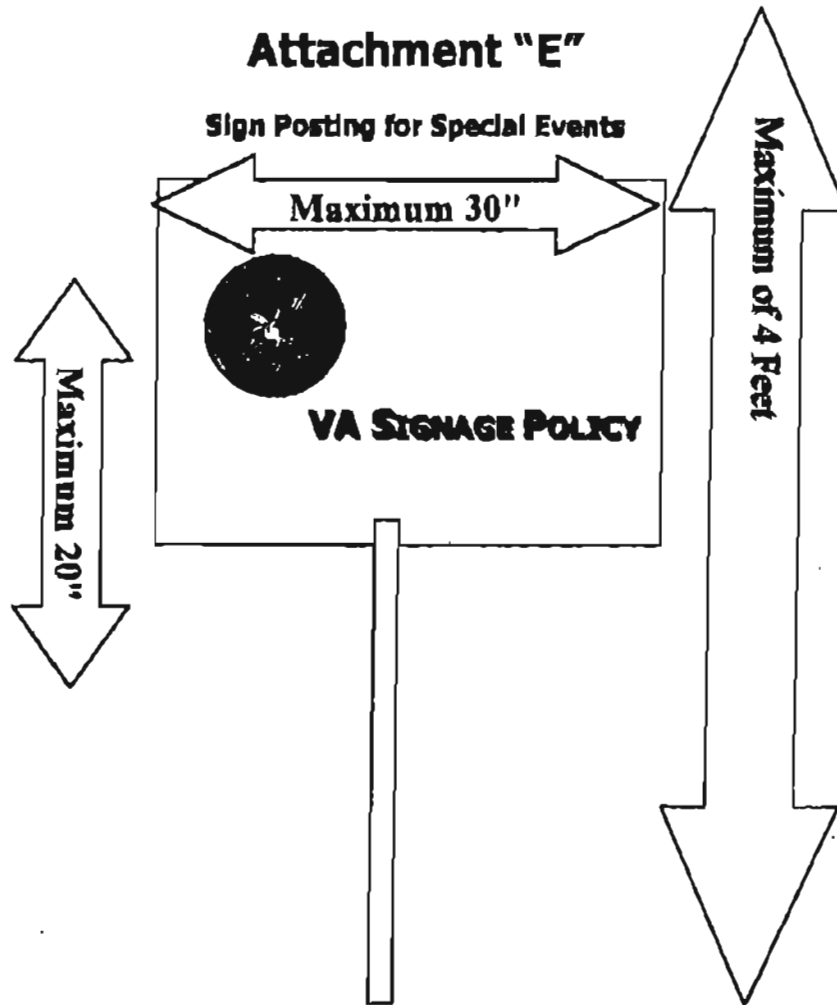
The Salvation Army shall provide reasonable documentation to the DVA of said costs. The DVA shall provide access to the east wing of the first floor and basement and any other areas of the building as necessary to the Salvation Army and their consultants and contractors and shall otherwise cooperate with the Salvation Army relative to the installation of fire sprinklers in those areas. Further, the parties agree that the rental fee waiver shall not extend for more than 53 months beyond the projected occupancy date of the west wing of the first floor and shall not exceed a cumulative amount of \$79,500. Henceforth, all negotiated monthly rents are due and payable beginning the first of each month and thereafter.



## **ATTACHMENT "D"**

### **Capital Improvement Amortization Schedule**

The actual costs of the Capital Improvements will be amortized at an annual rate of  $1/10^{\text{th}}$  of such costs per year for each of the first five (5) years after completion of construction thereof and thereafter at an annual rate of  $1/30^{\text{th}}$  of such actual costs. The costs of capital improvements shall include all costs of design and construction, fees, and related work comprising the costs of developing and improving the shared property.



Signage indicating events or directions will be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Signage will be placed on freestanding supports by the Sharing Partner and will be removed immediately following the event.

Event signage will flank any existing DVA sign by at least 24 inches.

Never place event signage ON or in front of any existing DVA signs!

There will be no posting of signs on the fence(s).

## Attachment "F"



# CORPORATE POLICY

December 1999

00-10A-132-03

### MOTOR VEHICLE TRAFFIC AND PARKING POLICY

**PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System grounds.

**POLICY:** It is the policy of the VA Greater Los Angeles Healthcare System to provide parking space for patients, visitors, volunteers and employees within the criteria established by the Department of Veteran Affairs and consistent with the mission of the VA Greater Los Angeles Healthcare System. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on VA Greater Los Angeles Healthcare System property. All motor vehicles operated on VA Greater Los Angeles Healthcare System property must comply with all posted regulations and this policy. The Department of Veterans Affairs is not responsible for damage, theft, etc., to automobiles parked on the grounds. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.

#### RESPONSIBILITIES:

Chief, Police & Security:

- (1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

#### PROCEDURES:

A. ENFORCEMENT:

(1) The Department of Veterans Affairs Police are empowered to enforce State and Federal laws, and applicable VA regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

(2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a Courtesy Violation Notice (if vehicle registered with VA Greater Los Angeles Healthcare System) will be issued for the first and second offense within a one-year period which conforms with the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and police officer discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.

(3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.

(4) Counseling letters may be issued through Department Directors for their employees who violate traffic and parking regulations.

Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. DISTRICT COURT VIOLATION NOTICE".

(6) Any person receiving a "Warning Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.

(7) Specific traffic offenses committed at VA Greater Los Angeles Healthcare System care facilities, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.

(8) Any other violation of posted parking restrictions or moving violations, that are in contradiction with the VA Greater Los Angeles Healthcare System Policy as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".

(9) All vehicles parked illegally, or for more than 24 hours on the VA Greater Los Angeles Healthcare System grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.

(10) The enforcement of parking regulations will be consistent.

**SITE SPECIFIC PARKING:**

Site specific regulations will be included in Attachment "A" for West Los Angeles Healthcare Center; Attachment "B" for Sepulveda Ambulatory Care Center and Attachment "C" for Los Angeles Ambulatory Care Center.

**POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES, DIALYSIS):**

- (1) Unauthorized parking in posted areas is prohibited. Unauthorized employees and public parking in these areas will be subject to appropriate citations.
- (2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

**REGULATIONS:**

- (1) Temporary permits shall be issued by the Chief of Police & Security or designee to those who have extenuating circumstances and are issued on a case-by-case basis, not to exceed one (1) day.
- (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
- (3) Motor vehicles operated on VA Greater Los Angeles Healthcare System grounds must have a current valid state registration and license plates.
- (4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the VA Greater Los Angeles Healthcare System traffic regulations and the "Rules of the Road", State of California motor vehicle laws.
- (5) All unattended motor vehicles and bicycles on this property must be locked.

**ACCIDENTS:**

All accidents involving motor vehicles operated on VA Greater Los Angeles Healthcare System grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to Police & Security.

The Department of Veterans Affairs assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police & Security.

#### HANDICAP PARKING:

(1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:

- (a) Those confined to wheelchairs.
- (b) Single or double lower limb amputees.
- (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
- (d) Those with medical conditions, which severely restrict ambulation.

(2) Any handicapped employee (as defined in paragraphs 1, a, b, c, & d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the Police & Security and if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.

Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e.: employee). Handicapped placards must be predominately displayed within the vehicle.

#### PARKING OF CAMPERS, TRAILERS AND MOTOR HOMES ON VA GREATER LOS ANGELES HEALTHCARE SYSTEM CONTROLLED PROPERTY:

(1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at the VA Greater Los Angeles Healthcare System, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the Chief Executive Officer or the Administrative Officer of the Day (AOD).

(2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants should be informed of this policy and asked to remove their vehicle from the grounds.

#### TRAFFIC CONTROL:

14 The Salvation Army – Bldg 212  
ESA 691S-5257

- (1) All vehicles must be registered and operated in accordance with State of California laws.
- (2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.
- (3) The speed limit on all VA Greater Los Angeles Healthcare System roads is 20 MPH at West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.
- (4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).
- (5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

REFERENCES:

MP-1, Part 1, Chapter 37

MP-1, Part 1, Chapter 34

MP-1, Part 1, Chapter 43

D. MP-1, Part 1, Chapter 2, Section B Paragraph 16

RESCISSION:

CM 1-132-03, West Los Angeles Healthcare Center

B. MCPM 07B-12-98, Southern California System of Clinics

REVIEW DATE: As needed and/or December 2002

9. ATTACHMENTS: 3

\_\_\_\_\_  
PHILIP P. THOMAS  
Chief Executive Officer

\_\_\_\_\_  
DATE

44-11

15 The Salvation Army - Bldg 212  
ESA 691S-5257

44-15



RECORDING REQUESTED BY:  
The Salvation Army

WHEN RECORDED RETURN TO:

The Salvation Army  
900 W. James M. Wood Blvd.  
Los Angeles, CA 90015

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

### MEMORANDUM OF RESOURCES SHARING AGREEMENT

This MEMORANDUM OF RESOURCES SHARING AGREEMENT is made by and between the United States Department of Veterans Affairs Greater Los Angeles Healthcare Center (the VA GLAHC) and The Salvation Army (collectively, the "parties") to document the terms under which The Salvation Army shall occupy space at the VA GLAHC, which is located at 11301 Wilshire Boulevard, Los Angeles, CA 90073, pursuant to the terms contained in that certain "Enhanced Health Care Resources Sharing Agreement" (the "Sharing Agreement"), and any amendment(s) thereto, between the parties, which is incorporated herein by reference.

- A. **Premises:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas, and exterior areas of Building 212 to the extent reasonable and necessary to access and use the occupied areas.
- B. **Term:** The term shall be ten years with one (1) ten-year option to renew beginning from the date of execution of the Sharing Agreement, which is acknowledged by the parties to have occurred on July 20, 2004. The Salvation Army shall have the right to renew for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.
- C. **Payment:** The Salvation Army shall pay the monthly sum of \$1,500 as described in Attachment "C" of the Sharing Agreement and any amendment(s) thereto.
- D. **Legal Description:** see attached.

By:

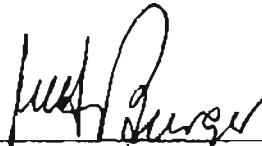


Greater Los Angeles Healthcare System  
Ralph D. Tillman  
Director, Asset Management

7/5/05

Date

By:



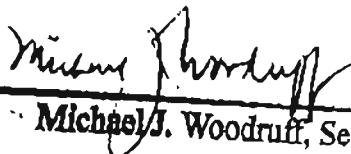
The Salvation Army, A California corporation

KURT BURGER

Treasurer

JUN 29 2005

Date



Michael J. Woodruff, Secretary

44-12

IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

STATE OF CALIFORNIA )

County of LOS ANGELES )

On JULY 05, 2005 before me, JOHN ANSOTIGUE Notary Public, personally appeared RALPH P. TILLMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

John Ansotigue JOHN ANSOTIGUE (Seal)



IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

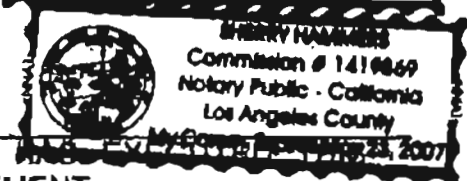
STATE OF CALIFORNIA )

County of Los Angeles )

On 6/29/05, before me, Sherry Hammons, Notary Public, personally appeared Michael T. Westman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherry Hammons (Seal)



IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

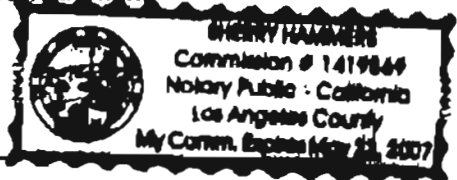
STATE OF CALIFORNIA )

County of Los Angeles )

On 6/29/05, before me, Sherry Hammons, Notary Public, personally appeared Michael T. Westman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

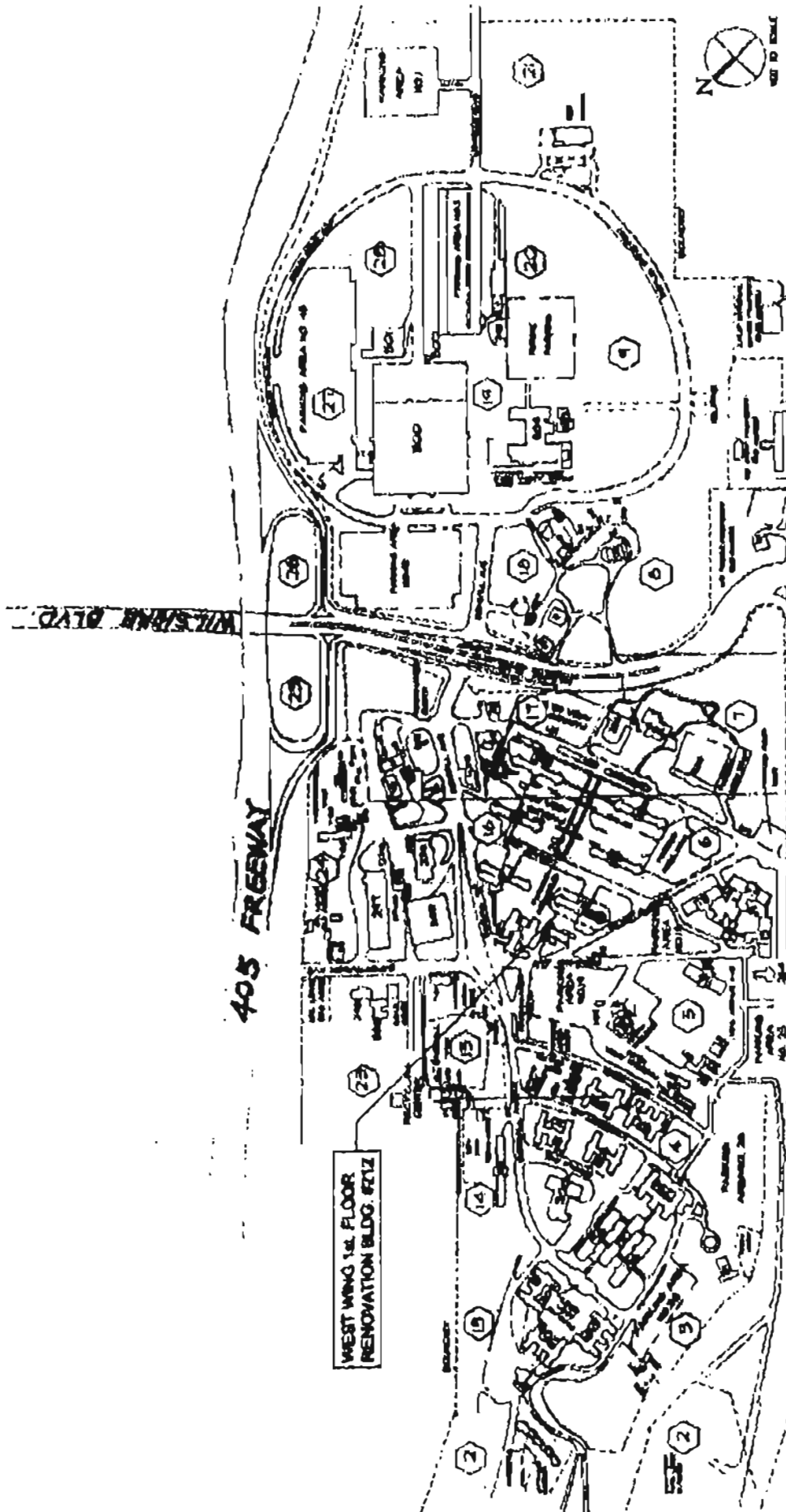
Signature Sherry Hammons (Seal)



**LEGAL DESCRIPTION:**

That portion of the Rancho San Vicente Y Santa Monica, in the County of Los Angeles, State of California, as recorded in Book 3, Pages 30 and 31 of Patents, in the office of the County Recorder of said County, shown as Parcel 903 on the Assessor's Map Book 4365, Page 8 of the Los Angeles County Assessor's Office, and more particularly defined as:

Those portions of Building No. 212 consisting of the entire third floor, the entire second floor and the west wing of the first floor, which portions shall constitute an indivisible five-eighth's ( $5/8^{\text{th}}$ ) interest in said Building No. 212, as further shown on the map attached hereto and made a part thereof.



LOCATION MAP