Attachment "E"

Summary of repairs and maintenance utility responsibilities of DVA and Sharing Partner

The following is a summary of repairs and maintenance responsibilities of DVA and Sharing Partner:

	Not Applicable	DVA	Sharing Partner
Foundations			X
Exterior & Bearing Walls			X
Roof			X
Electrical Systems			X
Lighting Systems			X
Plumbing Systems			X
Heating Systems			X
Ventilation			X
Air Conditioning Systems			X
Alarm Systems			X
Plate Glass			Х
Windows & Window Frames			Х
Gutters, Drains, Downspouts			X
Elevators	X		
Floor Slabs			Χ
Common Areas			Х
Ceilings			Χ
Interior Walls			X
Interior Doors			X
Interior Surfaces & Windows			Х
Appliances & Fixtures			Х
Repainting of Interior Walls (every years)			Χ
Base and/or moldings			Х
Parking Lot Area			Χ
Other:	X		

NOTE: DVA will be responsible for providing a properly functioning Fire Alarm System to the Performance Area that would then be maintained by The Regents in cooperation with the DVA. DVA to grade, pave and stripe southeast area of parking lot 15 to accommodate additional parking. DVA to continue fencing on south edge of same lot to fully enclose the parking area.

Gore, Cameron

From: Gore, Cameron

Sent: Saturday, January 09, 2016 2:40 PM

To: 'Waddill, Marc'; Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell,

Wilson; Gore, Cameron

Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement

Agreement

Attachments: West LA, CA Matter - Fox/VA Project Settlement and Termination Agreement -

Signed by Fox.msg

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Sent: Saturday, January 09, 2016 3:37 PM

To: Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell, Wilson; Gore, Cameron

Subject: [EXTERNAL] RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Chris / Jacki,

On a related note, was the relocation of Breitburn memorialized in their agreement?

Thanks, Marc

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Sent: Saturday, January 09, 2016 2:07 PM

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Subject: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Chris/Jacki: Hi. Need copy of the fully executed VA/Fox Settlement and Termination Agreement for our files. Can you please email to us? Thanks.—Cam.

Cameron V. Gore, Esq.
Deputy Chief Counsel
Real Property Law Group
Department of Veterans Affairs
Office of General Counsel (025A)
810 Vermont Avenue, N.W.
Washington, D.C. 20420
(202)461-7612 (Phone Number)
(202)273-7624 (Fax)
cameron.gore@va.gov (E-mail)

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Finley, Christopher (CFM)

From: Finley, Christopher (CFM)

Sent: Wednesday, November 11, 2015 10:34 AM

To: Weldon, Marie L; Bockelman, Paul; Kane, Vincent

Cc: Gore, Cameron; Post, Jacqueline (CFM); Kaplan, Jessica (CFM); Trinh, Alan

Subject: West LA, CA Matter - Fox/VA Project Settlement and Termination Agreement -

Signed by Fox

Attachments: VA Project Settlement and Termination Agreement.pdf

Importance: High

All:

Cam Gore asked that I send this along to this group for situational awareness. This termination document - approved by OGC and now signed by Fox - concludes/resolves the outstanding Sharing Agreement from 2006/2007. VA expects to execute and transmit this document back to Fox shortly (Thursday or Friday) in order to make the negotiated settlement payment and free up that parcel of land (the Fox parcel) so Breitburn may relocate a future drilling site to the Fox parcel allowing the Phase 1 Columbarium to move ahead.

Any questions or concerns, please call/email.

--

Christopher Finley, ASLA Realty Specialist (CFM) Real Property Service Dept. Of Veterans Affairs (202)382-2724 office (202)407-6366 cell



TWENTIETH CENTURY FOX TELEVISION A UNIT OF TWENTIETH CENTURY FOX FILM CORPORATION



VIA OVERNIGHT UPS

November 10, 2015

Christopher Finley, ASLA Realty Specialist Department of Veterans Affairs (CFM) 425 Eye Street NW, #6W.219B Washington, DC 20001

Re: VA Project Settlement and Termination Agreement

Dear Chris:

Enclosed please find two executed originals by Fox of the Settlement and Termination Agreement between Fox and the VA regarding the August 11, 2006 Enhanced Health Care Resources Sharing Agreement between said parties. Please direct a fully executed original to my attention and let me know if you require any further information to facilitate funding within 30 days.

Sincerely,



Encs.

CC:



SETTLEMENT AND TERMINATION AGREEMENT

This Settlement Agreement ("Agreement") between US Department of Veterans Affairs ("VA") and Twentieth Century Fox Television, a division of Twentieth Century Fox Film Corporation ("Fox"), is effective as of the date of the last signature to this Agreement. Individually, VA and Fox may be referred to herein as a "party", and collectively, they may be referred to as "the parties".

Whereas, VA and Fox are parties to an Enhanced Health Care Resources Sharing Agreement dated August 11, 2006 ("Sharing Agreement"), pursuant to which VA agreed to provide approximately 73,160 square feet of land on the West Los Angeles Campus of the Department of Veterans Affairs situated at 11301 Wilshire Blvd., Los Angeles, California ("Site") for use as parking, storage and maintenance of production sets, in exchange for Fox (*inter alia*) providing monthly monetary compensation as set forth in the Sharing Agreement;

Whereas, Fox received a notice to stop construction effective 2/1/07 from VA, Fox terminated its possession of the Site at that time, and Fox made its last monthly monetary compensation payment pursuant to the Sharing Agreement to VA in January of 2007:

Whereas, the parties now wish to enter into this Agreement to terminate and fully resolve any and all issues stemming from or related to the Sharing Agreement;

Whereas, this Agreement supersedes all prior executed and unexecuted agreements (including, but not limited to, a previously discussed Earn-Out Agreement) by the parties relating to the Site;

Whereas, the parties have decided to terminate the Sharing Agreement in a mutually acceptable fashion in accordance with Paragraph G.2(b) ("Termination by DVA for Convenience") of the Sharing Agreement;

Whereas, this Agreement does not constitute an admission of wrongdoing, liability or legal fault on the part of VA or Fox for any conduct underlying this Agreement or the Sharing Agreement; and

Whereas, the parties recognize that litigation of this matter would not be in the best interest of either party and that settlement of this matter is in both parties' best interest;

Now, therefore, in consideration of the foregoing, and in consideration of the parties' respective rights, obligations, and entitlements set forth herein and the terms and covenants set forth below, and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, VA and Fox agree, by and between each other, as follows:

- 1. The foregoing identification of the parties and recitals are hereby incorporated by reference in the body of this Agreement as if fully set forth.
- 2. VA agrees to and shall pay Fox the sum of Four Hundred and Thirty Five Thousand Dollars (\$435,000.00) (the "Settlement Amount"), which upon payment shall represent the full and final settlement of all amounts due under or relating to the Sharing Agreement, to include payment of unamortized Project Costs as outlined in Paragraph G.2(b) ("Termination by DVA for Convenience") of the Sharing Agreement and attorneys' fees Fox incurred for the review and negotiation of this Agreement.
- 3. Fox agrees to waive its right to 360 days of advance written notice as stipulated in Paragraph G.2(b) ("Termination by DVA for Convenience") of the Sharing Agreement. VA agrees to pay Fox the Settlement Amount as promptly as reasonably possible, but in no event later than thirty (30) days after the date of the last signature to this Agreement.
- 4. The Los Angeles County Tax Assessor ("County") has assessed certain possessory interest escape assessments for the property tax years 2011-2012, 2012-2013, 2013-2014, and 2014-2015, totaling \$169,583.77 ("Site Escape Assessments"). Fox intends to protest the Site Escape Assessments, including filing an appeal with the County. VA acknowledges and agrees that Fox has not had possession of the Site under the Sharing Agreement since VA's issuance of a notice of stop construction effective 2/1/2007. In connection with Fox's appeal or filings with the County, Fox agrees that if it wishes to obtain records that VA may have regarding the Sharing Agreement, the Site, and Fox's possession of the Site, Fox may make a request for records under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, directly to VA's Construction and Facility Management's FOIA Officer, Ms. Lynn Buell, at the mailing address listed below.

Ms. Lynn Buell FOIA Officer, (003C3) U.S. Department of Veteran Affairs Construction and Facilities Management 425 I Street, NW Washington, DC 20001

Fox agrees to indemnify and hold harmless VA against the County's collection of the Site Escape Assessments.

- 5. The parties conclude that this Agreement constitutes a good faith settlement of all claims between them and acknowledge that it is entered into freely and voluntary.
- 6. Fox hereby remises, releases and discharges VA and its consultants, representatives, beneficiaries, participants, managers, agents, employees, servants, attorneys, and administrators from any and all demands, actions, causes of action, claims, suits, accounts, agreements, damages, and liabilities, at law or in equity, for further equitable adjustments, contract claims, and other Contracts Disputes Act and contractual remedies available arising out of or relating to the Sharing Agreement, the performance thereunder (including but not limited to use of the Site), and termination thereof. Other than the

payment of attorneys' fees as part of the Settlement Amount, Fox further waives any claim for attorneys' fees arising under the Sharing Agreement.

- 7. VA hereby remises, releases and discharges Fox and each of its shareholders, business associates, directors, officers, past and current employees, limited partners, members, consultants, representatives, beneficiaries, participants, managers, agents, servants, employees, attorneys, administrators, insurers, affiliates, direct and indirect parents, direct and indirect subsidiaries and each of their respective successors, assigns and predecessors-in-interest and successors-in-interest from any and all demands, actions, causes of action, claims, suits, accounts, agreements, damages, and liabilities, at law or in equity, arising out of or relating to the Sharing Agreement, the performance thereunder (including but not limited to use of the Site), and termination thereof. VA further waives any claim for attorneys' fees arising out of the Sharing Agreement.
- 8. This Agreement is confidential and is intended by the parties to be exempt from the Freedom of Information Act (FOIA) as a trade secret and commercial or financial information under 5 U.S.C. 552(b)(4). If either party is requested to provide this Agreement to a non-party, the other party to this Agreement shall work with the other party, in good faith, to redact any portions that Fox believes constitutes a trade secret and/or proprietary information toward the aim of disclosure to the fullest extent. Notwithstanding the foregoing, the parties and their representatives may agree in writing prior to a disclosure to release information. DVA hereby consents to Fox's disclosure of any and all information regarding the Site, the Sharing Agreement and this Agreement in its communications and filings with the County. The parties may further disclose to the public, without the prior approval of the other party, (i) that a settlement has been reached, (ii) the Settlement Amount, and (iii) that the Sharing Agreement has been terminated for convenience. The parties may also disclose the terms of this Agreement to their present and future attorneys, accountants, insurers, beneficiaries, and regulators required by law to receive such information, provided that such persons are made aware that the information is confidential and, other than regulators, agree to keep such Additionally, the parties may disclose any information information confidential. concerning the Agreement to the extent required to be disclosed by a court or tribunal of competent jurisdiction, in discovery, or other process of law.
- 9. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, firm, corporation, or other entity, any right, remedy, or claim against VA or Fox. This settlement does not constitute an admission of liability by either VA or Fox. This Agreement shall not be admissible as evidence against any party hereto or its affiliates or successors in any proceeding other than in a proceeding to enforce an obligation of a party hereunder.
- 10. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes any prior or contemporaneous agreement, understanding, or undertaking, written or oral, by or between the parties regarding these matters. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party, except as specifically set forth in this

Agreement. The parties understand and agree that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or any particular whatsoever, except in writing, duly executed by each of the parties to this Agreement or their authorized representatives.

- 11. The provisions of this Agreement are contractual, not mere recitals, and shall be considered severable such that if any provision or part thereof shall at any time be held under any law or ruling to be invalid, such provision or part thereof shall remain in force to the extent allowed by law, and all other provisions shall remain in full force and effect and enforceable.
- 12. This Agreement may be executed in any number of counterparts with the same effect as if all parties were to have signed the same document. All counterparts shall be construed together and shall constitute one Agreement.
- 13. Each party hereto represents that the person signing this Agreement on its behalf is fully authorized to do so, and that the person's signature is a certification of such authority.
- 14. The rights and obligations of each party to this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
- 15. Each of the parties hereto has revised or requested revisions to this Agreement and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inappropriate in the construction and interpretation of this Agreement.
- 16. Each party to this Agreement covenants and agrees to take all such further action and execute all such further documents as may be necessary or appropriate in order to carry out the intent of this Agreement.
- 17. Any tax liability arising from any payment to Fox under this Agreement is the sole responsibility of Fox. VA makes no representation as to the tax liability of any payment to Fox under this Agreement or as to the tax treatment the payment will receive from the Internal Revenue Service.
- 18. Notwithstanding anything in this Agreement to the contrary, this Agreement shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

[Signature Page Follows]

IN WITNESS WHEREOF, Fox and the VA have executed this Settlement and Termination Agreement effective as of the date last written below.

For Twentieth Century Fox Television, a Division of Twentieth Century Fox Film Corporation:

Twentieth Century Fox Television, a Division of Twentieth Century Fox Film Corporation

Twentieth Century Fox Film Corporation

For VA:

Alan Trinh, Contracting Officer, US Department of Veterans Affairs

Post, Jacqueline (CFM)

From: Post, Jacqueline (CFM)

Sent: Saturday, January 09, 2016 5:01 PM

To: Gore, Cameron; 'Waddill, Marc'; Finley, Christopher (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell,

Wilson

Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement

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Signed by Fox.msg

Hi Cam: it looks like the executed agreement is in the attached email.

Breitburn was not a party to the VA/Fox agreement and we didn't mention them in the language since the point was to free up the Fox site.

Let us know if you need any other info.

Thanks, Jacki

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Sent: Saturday, January 09, 2016 12:40 PM

To: 'Waddill, Marc'; Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell, Wilson; Gore, Cameron **Subject:** RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

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On a related note, was the relocation of Breitburn memorialized in their agreement?

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Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Jacki: Ok, thanks. Leave the sunny sky and beach and send to us.--Cam.

Sent with Good (<u>www.good.com</u>)

---- Original Message-----

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Sent: Saturday, January 09, 2016 06:08 PM Eastern Standard Time **To:** Gore, Cameron; 'Waddill, Marc'; Finley, Christopher (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; 'Strain, Andrew'; 'Purcell, Wilson'

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Got it. I believe that Chris and Alan also have the final version. I'm on a BB now but can forward when I get to a computer later today. Thanks

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Jacki: Hi. The VA signature is missing from that version. Looking for fully executed version. -- Cam.

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cameron.gore@va.gov (E-mail)

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Agreement

Jacki: Ok, tomorrow is fine. bThanks.--Cam.

Sent with Good (www.good.com)

----Original Message----

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Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; 'Strain, Andrew'; 'Purcell, Wilson'

Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Got it. I believe that Chris and Alan also have the final version. I'm on a BB now but can forward when I get to a computer later today. Thanks

From: Gore, Cameron

Sent: Saturday, January 09, 2016 3:07 PM

To: Post, Jacqueline (CFM); 'Waddill, Marc'; Finley, Christopher (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; 'Strain, Andrew'; 'Purcell, Wilson'

Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Jacki: Hi. The VA signature is missing from that version. Looking for fully executed version. -- Cam.

Sent with Good (www.good.com)

---- Original Message-----

From: Post, Jacqueline (CFM)

Sent: Saturday, January 09, 2016 06:00 PM Eastern Standard Time **To:** Gore, Cameron; 'Waddill, Marc'; Finley, Christopher (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell, Wilson

Subject: RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Hi Cam: it looks like the executed agreement is in the attached email.

Breitburn was not a party to the VA/Fox agreement and we didn't mention them in the language since the point was to free up the Fox site.

Let us know if you need any other info.

Thanks, Jacki

From: Gore, Cameron

Sent: Saturday, January 09, 2016 12:40 PM

To: 'Waddill, Marc'; Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell, Wilson; Gore, Cameron **Subject:** RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Marc: Don't believe so based on the attached version. Not surprised since goal was to free the former Fox site up so VA could use it however it wants.—Cam.

From: Waddill, Marc [mailto:Marc.Waddill@am.jll.com]

Sent: Saturday, January 09, 2016 3:37 PM

To: Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Strain, Andrew; Purcell, Wilson; Gore, Cameron

Subject: [EXTERNAL] RE: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Chris / Jacki,
On a related note, was the relocation of Breitburn memorialized in their agreement?
Thanks,
Marc

From: Gore, Cameron [mailto:cameron.gore@va.gov]

Sent: Saturday, January 09, 2016 2:07 PM

To: Finley, Christopher (CFM); Post, Jacqueline (CFM)

Cc: Kane, Vincent; Marston, Heidi, VBAVACO; Trinh, Alan; Waddill, Marc; Strain, Andrew; Purcell, Wilson;

Gore, Cameron

Subject: West LA, CA Matter - Need Copy of Final VA/Fox Termination & Settlement Agreement

Chris/Jacki: Hi. Need copy of the fully executed VA/Fox Settlement and Termination Agreement for our files. Can you please email to us? Thanks.—Cam.

Cameron V. Gore, Esq.
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Green, Charles O.

From: Green, Charles O.

Sent: Monday, January 11, 2016 5:00 PM

To: Trinh, Alan

Cc: Gore, Cameron; Kane, Vincent; Weldon, Marie L; Bockelman, Paul; Genovese,

Janine (VISN 22)

Subject: UCLA Utilities for JR Stadium - Letter Brentwood Dog Park

Attachments: UCLA JR Stadium 2012-2015 Utility Bills 12 17 15.xls

Alan,

Today I had a phone conference call with Vince and Cam regarding UCLA utilities payments. Recently, we found out that UCLA has not reimbursed GLA for utilities since January 1, 2012. Vince and Cam would like for you to send a letter requesting payment for past due utilities. Attached is a copy of the metering readings, and costs breakdown for each fiscal year(FY12 - FY15).

Additionally, Vince and Cam would like for you to send a letter to the City of Los Angeles referencing the status of the Brentwood Dog Park. They would like for you to have both tasks accomplished by Friday, January 15, 2016.

Vince and Cam I just received information that New Direction – Building 116 is current with all utilities payments.

Please feel free to contact me if you have any questions?

Thanks,

Charles

Charles O. Green
Interim Chief, Office of Communications
VA Greater Los Angeles Healthcare System
P: 310-478-3711 x43420 | M: 424-645-9865 | F: 310-268-4941

UCLA Jackie Robinson Stadium Utilities Fiscal Year 2012 Invoice

Period Covered: 1/1/2012 - 9/30/2012

See attachments for utility readings and costs.

Total Due:

\$27,920.48

UCLA Jackie Robinson Stadium Utilities Fiscal Year 2013 Invoice

Period Covered: 10/1/2012 - 9/30/2013

See attachments for utility readings and costs.

Total Due:

\$43,906.32

UCLA Jackie Robinson Stadium Utilities Fiscal Year 2014 Invoice

Period Covered: 10/1/2013 - 9/30/2014

See attachments for utility readings and costs.

Total Due:

\$36,452.76