
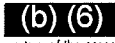
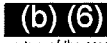

 <b>Department of Veterans Affairs</b>		<b>REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY</b>		1 LICENSE NO	
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.					
2 NAME OF LICENSEE <b>Veterans Park Conservancy, Inc. (VPC)</b>		3 ADDRESS OF LICENSEE <b>11661 San Vicente Blvd, Suite 204          Los Angeles, CA 90049</b>			
4 NAME AND ADDRESS OF INSTALLATION <b>VA Greater Los Angeles Healthcare System (GLA Campus)</b>		5 PERIOD COVERED FROM (Month, day, year) <b>From Monday 4/4/2016</b> TO (Month, day, year) <b>Friday 5/6/2016</b>			
6 CONSIDERATION <b>Removal and Relocation of Amphitheater</b>					
7A DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and under a part hereof) <b>Removal of partially-constructed VPC amphitheater on the North Side of the GLA Campus, with Special Condition provisions for future VA Revocable License to allow VPC to construct a new amphitheater within Zone 4 of the campus (or other location VA and VPC may mutually agree).</b>			7B EXHIBIT(S) ATTACHED <b>Map #1 - North Campus map          Map #2 - Zone 4 map</b>		
8 PURPOSE OF LICENSE <b>For Licensee to remove partially-constructed amphitheater on North Side of Campus, and then construct new amphitheater in Zone 4 of the Campus.</b>					
By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.					
9 SPECIAL CONDITIONS <b>See Special Conditions attached to this Page 1.</b>					
DEPARTMENT OF VETERANS AFFAIRS LICENSOR DATE OF LICENSE (Month, day, year) <b>April 4, 2016</b>			LICENSEE DATE ACCEPTED (Month, day, year) <b>April 4, 2016</b>		
SIGNATURE OF LICENSOR 			TITLE OF SIGNATORY <b>Executive Director</b>		
ADDRESS OF LICENSOR <b>West Los Angeles VA Medical Center          11301 Wilshire Boulevard          Los Angeles, CA 90073</b>			TELEPHONE NO OF LICENSEE (Including Area Code) <b>310-820-5366</b>		
If licensee is a corporation, the following Certificate of Licensee must be executed.					
<b>CERTIFICATE OF CORPORATE LICENSEE</b>					
1.  certify that I am the  Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.					
 (CORPORATE) (SEAL)					

VA FORM 10-4211

EXISTING STOCKS OF VA FORM 10-4211 DATED AUG 1981 WILL BE USED.

**SPECIAL CONDITIONS**  
**VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. VPC will remove the partially-constructed amphitheater located on the North Side of the Campus by **Friday, May 6, 2016 ("Completion Date")**, and restore the site to a neat, safe, and clean condition. VA and VPC will then walk the site to confirm the restoration is complete. Once that is confirmed, the VA Contracting Officer and an authorized representative of VPC shall jointly sign a letter to acknowledge that the removal and restoration has been satisfactorily completed ("Acknowledgment Letter"). If, owing to circumstances beyond its control, VPC is unable to effect complete removal of the partially-constructed amphitheater and restoration of the site by the Completion Date, then VA shall grant such additional time in writing, as the parties jointly agree is necessary.

2. Within thirty (30) days from date of this Revocable License, VA will remit to VPC not less than \$287,318, to reimburse VPC for its expenses in planning and partially constructing the existing amphitheater. In addition, within thirty (30) days following the parties' execution of the Acknowledgment Letter, VA will remit not less than \$106,096 to VPC, to reimburse VPC for its expenses to remove the partially-constructed amphitheater off the North Side of the Campus.

3. By Monday, May 2, 2016, VA will identify within Zone 4 of the Campus the location at which VPC shall be permitted (via a pending separate Revocable License from VA), to construct a new amphitheater within Zone 4 ("New Amphitheater"). Once VA identifies that new location, VPC shall present the conceptual design of the proposed New Amphitheater to VA for review, comment, and approval, before commencing any work. VA shall endeavor to provide its feedback to VPC within thirty (30) days of receiving the drawings from VPC, plus any additional time that VA and VPC agree in writing at their joint discretion. Once VA consents to the final design for the New Amphitheater, the VA Contracting Officer shall confirm such consent in writing, and present a new Revocable License to VPC to proceed with construction of the New Amphitheater.

4. The parties agree that VA's pending selection of the location for the future New Amphitheater on the campus is subject to further discussion with VPC and change, if and as necessary due to VA or national security requirements; natural disasters; or a change in law.

5. The parties acknowledge the long history of a partnership in which VPC has contributed substantial improvements to Campus infrastructure for benefit of Veterans, upon which foundation the parties will continue to work together in good faith, potentially to include VPC contributing other projects to the West Los Angeles campus, in a manner that comports with VA's ongoing master planning process.

**GENERAL CONDITIONS**  
**VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

**1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

**2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

**3. Laws and Ordinances.** In the exercise of any privilege granted by this license, licensee must comply with all applicable State, municipal, and local laws, and the rules, orders, regulations, and requirements of Federal governmental departments and bureaus.

**4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

**5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

**6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

**7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

**8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

**9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA, except as may be herein provided for the removal and re-construction of an amphitheater.

**10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

**11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

**12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee, except that VA shall reimburse VPC for its expenses in removing and re-constructing an amphitheater, as provided by Special Conditions (#2) of this Revocable License.

**13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.

**14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

**15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.