

**LICENSE AGREEMENT
THE REGENTS AS LICENSEE**

THIS AGREEMENT is dated _____, 20____ ("Effective Date"), by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Licensor " or "County of Monterey") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensee") .

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property located at 1326 Natividad Road, Unit A3, Salinas, CA 93906, (the "Premises"), as shown on the attached Exhibit "A", which is incorporated by reference, for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use. Licensor hereby grants to Licensee, and to its agents and contractors, a non-exclusive License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of conducting environmental health research and health education ("License").

2. Term. This License shall be on a month-to-month basis, commencing on December 1, 2025 ("Term"). Either party may terminate this License upon thirty (30) day written notice.

3. Consideration. As total consideration for this License, Licensee shall pay to County of Monterey \$500, payable on or before the first day of each month at the following address: Natividad Medical Center Administration 1441 Constitution Blvd. Building 300, Salinas, CA 93906.

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way of record and to such other matters concerning use of the Premises as are within the actual knowledge of Licensee.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

6. Permits. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies.

7. No Interference. Licensee shall not unreasonably interfere with the normal operation and activities of Licensor, and Licensee shall use ordinary care in its activities on the Premises to minimize damage to the Premises and inconvenience to Licensor, its agents, employees and invitees.

8. Repair, Utilities, Parking and Restoration. Licensor shall be responsible for all general repairs to the Premises, which include but not limited to plumbing, electrical and HVAC. Licensee shall be responsible for all utilities to the Premises, which include but not limited to electric, natural gas, telephone, internet and water services. Licensee is entitled to random unreserved vehicle parking spaces located in and around the Premises. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensors roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of its earlier termination. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in Sections 12 and 13 shall continue until repair and restoration is completed as provided herein.

9. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensor shall send Licensee a written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall commence performance within such ten (10) day period and, thereafter, diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

10. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor:
County of Monterey
Natividad Medical Center
Natividad Medical Center Administration
1441 Constitution Blvd, 2nd Floor
Salinas, CA 93906

with copy to:

rosenbergaj@natividad.com

Licensee:
The Regents of the University of California
c/o Real Estate Manager
1995 University Avenue, Suite 530
Berkeley, CA 94704

with copy to:

Shauna.brown@berkeley.edu

or to such other address as a party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

12. Indemnification.

12.1 Licensor's Obligation. Licensor shall indemnify, defend, and hold harmless Licensee, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensor, its officers, agents, partners or employees.

12.2 Licensee's Obligation. Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents, partners and employees, from and against any Claims, arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

13. Insurance.

13.1 Licensor's Insurance. Licensor, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

- A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 1. Each Occurrence \$1,000,000
 2. Products/Completed Operations Aggregate \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than \$1,000,000 dollars (\$1,000,000) per occurrence.
- C. Property Insurance, Fire and Extended Coverage Form in an amount equal to one hundred percent (100%) of the full replacement value of the building in which the Premises are located to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.
- D. Workers' Compensation as required by California law.

The coverages required herein shall not limit the liability of Lessor.

The coverages referred to under A. and B. of this Section 13.1 shall include Licensee as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Lessor, its officers, agents, partners and employees. Lessor, upon the execution of this License, shall furnish Licensee with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensee of any material modification, change or cancellation of the above insurance coverages.

13.2 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force and maintain insurance as follows:

- A. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:
 - 1. Each Occurrence \$1,000,000
 - 2. Products/Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. General Aggregate \$2,000,000
- B. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 dollars (\$1,000,000) per occurrence.
- C. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.
- D. Workers' Compensation as required under California State law.

The coverages required under this Section 13.2.A, B and C shall not limit the liability of Licensee.

The coverages referred to under this Section 13.2.A and B. shall include Licensor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, employees, and agents. Licensee upon the execution of this License shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

13.3 Waiver of Subrogation. Licensee and Licensor hereby waive any right of recovery against the other as a result of loss or damage to the property of either Licensee or Licensor when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

14. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.

15. Consent to Use Electronic Signatures. The parties to this License consent to the use of electronic signatures via DocuSign to execute this License. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this License hereby authenticate and execute this License with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

16. Cooperation. Each party will reasonably cooperate with the other in ensuring that this License allows each party to maximize the benefits and privileges that are granted pursuant to the terms of this License. In the event that any problem or issue arises with respect to the implementation or interpretation of the License, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue. In such event, the Licensor's NMC Chief Ancillary and Support Services Officer, or his/her designee, will meet with the Licensee's CHAMACOS Program Manager or his/her designee to attempt to reach a mutually satisfactory and reasonable conclusion.

The remainder of this page was left intentionally blank.

Signature page to follow.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

LICENSOR:

COUNTY OF MONTEREY

LICENSEE:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: Charles R. Harris, M.D.

Its: Chief Executive Officer
Natividad Medical Center

By: Michelle De Guzman

Its: Director of Real Estate Acquisitions &
Development

Exhibit A

