

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into as of February 17, 2026, by and between Clear Recovery Center LLC, a California limited liability company (“Licensee”), and the City of Redondo Beach, a California charter city and municipal corporation (“Licensor”). Licensor and Licensee are hereinafter collectively referred to as the “Parties.”

RECITALS

A. Licensor has entered into a Lease dated February 17, 2026 (the “Lease”) for office space located at Suite 324 of the building located at 514 N. Prospect Avenue, Redondo Beach, CA 90277 (the “Licensed Premises”). The floor plan of the Licensed Premises is attached hereto as Exhibit A.

B. Licensee and Licensor are parties to a Memorandum of Understanding dated as of September 9, 2025 (the “MOU”), which provides for Licensee to support the creation and implementation of an Alternative Crisis Response team to ensure that behavioral health professionals are embedded in the City’s crisis response framework, in order to deliver timely, compassionate, and clinically informed care that diverts individuals from unnecessary emergency room visits or law enforcement encounters. Licensee desires to be able to share the use of the Licensed Premises with Licensor on a nonexclusive basis in connection with the services to be provided under the MOU.

C. For and in consideration of the covenants and agreements set forth herein, Licensor desires to provide to Licensee a nonexclusive right to share the use of the Licensed Premises. The Parties understand that the employees and agents of Licensor and Licensee will each be simultaneously using the Licensed Premises for office and administrative purposes related to the Alternative Crisis Response program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License.** Licensor grants to Licensee a license to enter upon and use the Licensed Premises on a nonexclusive basis for the purposes and subject to the terms and conditions set forth in this Agreement. This grant of license is not a lease and shall not constitute a grant of any property rights. Licensor intends to use the Licensed Premises simultaneously with Licensee, and Licensor shall have the right to designate which portion of the Licensed Premises may be used by Licensee, in Licensor’s sole discretion.

2. **Term.** The term of this Agreement (“Term”) shall end upon the date of expiration of the current term of the MOU on September 9, 2026, or the earlier of (i) the date of termination of the MOU, or (ii) the date of expiration or termination of the Lease, unless earlier terminated pursuant to the terms hereof. Licensor shall have the right to terminate this Agreement in Licensor’s sole discretion at any time upon delivery of thirty (30) days’ written notice to Licensee. Licensee acknowledges and agrees that Licensee is

not entitled to receive any compensation or relocation benefits as a result of Licensor's termination of this Agreement prior to the end of the Term.

3. **License Fee.** The license fee for the Term shall be One Dollar (\$1.00) (the "License Fee"). The License Fee shall be due and payable on the date of this Agreement, payable to Licensor at the address shown in Section 23 or such other place as Licensor may designate in writing.

4. **No Security Deposit.** No security deposit shall be required in connection with this Agreement.

5. **Use.** Absent the written consent of Licensor, Licensee is permitted to use the Licensed Premises solely and exclusively for the purposes of administration of the services provided pursuant to the MOU and for no other uses ("Permitted Use").

6. **Alterations of Improvements.** Licensee shall not make or permit to be made any alterations, additions or improvements to the Licensed Premises or any part thereof without the prior written consent of Licensor, in Licensor's sole and absolute discretion.

7. **Compliance with Laws.** Licensee shall comply with all state, federal and local laws, ordinances, rules and regulations applicable to the use and maintenance of the Licensed Premises, including without limitation, all environmental laws.

8. **Condition of Licensed Premises.** Licensee hereby agrees and warrants that it has investigated and inspected the condition of the Licensed Premises and its suitability for Licensee's purposes, and Licensee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Licensed Premises or the suitability of same for Licensee's purposes. Licensee acknowledges that Licensor has not made any representations or warranty with respect to the Licensed Premises, its condition, or with respect to the suitability for Licensee's business. Licensee hereby agrees that the Licensed Premises shall be taken "AS-IS", "with all faults" and Licensor shall have no obligation to alter, remodel, improve, repair, decorate or paint the Licensed Premises or any part thereof. Licensee, at its sole expense, shall keep the Licensed Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Licensed Premises to Licensor in good condition. Licensee shall be responsible for any and all expenses associated with Licensee's use of the Licensed Premises.

9. **Removal of Personal Property.** Upon expiration of the Term or upon any earlier termination of this Agreement, Licensee shall, at Licensee's sole cost and expense, remove or cause to be removed from the Licensed Premises any and all of its furniture, equipment, materials and other personal property. If Licensee fails to remove its personal property upon expiration of the Term, Licensor may remove and dispose of such property at Licensee's sole cost and expense.

10. **Damages to Licensor.** Licensee shall bear responsibility for any and all damages to the Licensed Premises and improvements therein caused by Licensee's use of the Licensed Premises or by any act or omission of Licensee, unless such damages are caused by the sole negligence of Licensor.

11. **Indemnity.** To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents, and employees (collectively, "Indemnitees"), from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with Licensee's actions or inactions relating to Licensee's or Licensee's clients, guests, invitees, contractors, agents, or employees use of the Licensed Premises or Licensee's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the gross negligence or willful misconduct of Licensor. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **Insurance.** Licensee shall procure and maintain for the duration of this Agreement all insurance coverage required pursuant to Exhibit "A" of the MOU, and shall ensure that such insurance coverage includes Licensee's activities hereunder. Prior to commencement of the Term, Licensee shall furnish Licensor with certificates of insurance and with original endorsements evidencing coverage required by this Section 12.

13. **Assignment; No Encumbrance.** The license granted hereby is personal to Licensee, and shall not be assigned by operation of law or otherwise absent the written consent of Licensor, which Licensor may condition or withhold in Licensor's sole discretion. Licensee shall not permit the placement of liens or encumbrances on the Licensed Premises absent Licensor's written consent, which Licensor may condition or withhold in Licensor's sole discretion.

14. **Amendment and Actions.** This Agreement can be amended only by the mutual written consent of Licensor and Licensee, and neither Licensor nor Licensee shall be bound by verbal or implied agreements. The City Manager (or designee) shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of the Licensor so long as such actions do not materially or substantially add to the costs incurred or to be incurred by the Licensor as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. Notwithstanding the foregoing, the City Manager shall maintain the right to submit to the City Council for consideration or action any matter under the City Manager's authority if the City Manager desires to do so. The City Manager may delegate some or all of his or her powers and duties under this Agreement to one or more management level employees of the City.

15. **Waiver.** The waiver by Licensor of any term, covenant, or condition contained in this Agreement shall not be deemed to be a continuing waiver of such term,

covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

16. **No Rights in Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third party to any party in this Agreement, nor shall any provision in this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

17. **Time of Essence.** Time is and shall be of the essence of this Agreement.

18. **Governing Law; Attorneys' Fees.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Los Angeles County, California. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, and other such costs as may be affixed by the Court. Licensor shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing this Agreement, whether or not Licensor brings a legal action for breach of this Agreement.

19. **Successors and Assigns.** Subject to the restrictions on assignment set forth in Section 13, the provisions, terms, and conditions of this Agreement shall bind and inure to the benefit of the Parties, their heirs, successors, executors, administrators, and permitted assigns.

20. **Relationship of Parties.** Licensor and Licensee intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship other than that of licensor and licensee.

21. **Remedies Cumulative.** No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give it the fullest effect allowed by law.

22. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be or become invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

23. **Notices.** Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail with postage prepaid,

reputable overnight delivery service, email, or personal delivery, addressed to the Party at the address below:

Licensor:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joy A. Ford, City Attorney
Email: joy.ford@redondo.org

Licensee:

Clear Recovery Center, LLC
1983 W. 190th Street, Suite 200
Torrance, CA 90504
Attention: Sara Ghassemy, CBH Executive Director
Email: Sara@clearbehavioralhealth.com

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 23. All notices and other communications shall be deemed communicated as of actual receipt or after the second day after deposit in the United States Mail.

24. **Integration.** This Agreement, together with the MOU, contains all of the agreements and understandings of the Parties with respect to any matter mentioned in this Agreement, and supersedes and terminates all prior and contemporaneous agreements between Licensor and Licensee with respect to the matters covered in this Agreement, other than the MOU which shall remain in effect in accordance with its terms.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. **Default and Remedies.** An event of default ("Event of Default") shall arise hereunder if Licensee defaults in the performance of any term, provision, covenant or agreement set forth in this Agreement, and (unless such provision specifies a shorter cure period for such default) the default continues for thirty (30) days after the date upon which Licensor shall have given written notice of the default to Licensee. If Licensee fails to cure the default within the foregoing time period, or if a cure is not possible, Licensor may proceed with any of the following remedies:

- a. Terminate this Agreement;
- b. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief; or

- c. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein or under applicable law. No officer, employee or agent of Licensor shall be personally liable to Licensee, or any successor in interest, in the event of any default or breach by Licensor, or for any amount of money which may become due to Licensee or its successor or for any obligation of Licensor under this Agreement.

27. **Construction and Interpretation.** It is agreed and acknowledged by Licensee that the provisions of this Agreement have been arrived at through negotiation, and that Licensee has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date and year first written above.

LICENSOR:

CITY OF REDONDO BEACH,
a California charter city and municipal corporation

By: _____
James A. Light, Mayor

ATTEST:

By: _____
Eleanor Manzano, City Clerk

APPROVED:

By: _____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

By: _____
Joy A. Ford, City Attorney

LICENSEE:

CLEAR RECOVERY CENTER, LLC, a
California limited liability company

Signed by:

By: 7ECB646B0A94449
Matthew B Zubiller CEO
2/11/2026 | 8:12 PM PST

Exhibit A

PREMISES
FLOOR PLAN

INCLUDES ONE (1) DESK, ONE (1) TABLE, TWO (2) CHAIRS, AND ONE (1)
FILING CABINET



