

**TRANSITION AGREEMENT  
AND  
GENERAL RELEASE OF ALL CLAIMS**

This Transition Agreement and Release of All Claims (“Agreement”) is made with the effective date as set forth under Paragraph Sixteen, below, between M.R.C. Greenwood (“Dr. Greenwood”), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“The Regents” or “University”) (collectively “the Parties”) with respect to the following:

Dr. Greenwood tendered her voluntary resignation as Provost and Senior Vice President – Academic Affairs (“Provost”) to University President Robert C. Dynes, on Friday November 4, 2005. President Dynes accepted Dr. Greenwood’s resignation, which became effective on that date. In order to effect a smooth transition by Dr. Greenwood to her faculty status, the Parties have agreed to the following:

**Paragraph One: Resignation as Provost and Senior Vice President – Academic Affairs.**

Dr. Greenwood tendered her resignation as Provost to University President Robert C. Dynes, on Friday November 4, 2005. President Dynes accepted her resignation on that date, and the resignation took effect on November 4, 2005. This resignation did not affect Dr. Greenwood’s existing tenured faculty appointment with the University.

**Paragraph Two: Previously Agreed-Upon Faculty Return Plan**

(a) Upon her appointment as Provost as reflected in a letter from President Dynes to Dr. Greenwood, dated June 23, 2004, the Parties contemplated and documented a plan for Dr. Greenwood’s return to faculty status in the event that she would no longer serve as Provost. As a result of the resignation referred to in Paragraph One, the Parties have now agreed upon the following terms and conditions of Dr. Greenwood’s faculty appointment.

(b) **Faculty Appointment at UC Davis.** In accordance with the return rights granted to Dr. Greenwood by former University President Atkinson at the time of Dr. Greenwood’s appointment as Chancellor at UC Santa Cruz, Dr. Greenwood is granted a fiscal year appointment at the University of California, Davis campus, at Professor Step IX, in the College of Agriculture, Department of Nutrition and Internal Medicine, at an annual salary of \$163,800, payable in 12

equal monthly installments. As a result, as of the effective date of this Agreement, Dr. Greenwood will become a member of the UC Davis faculty with the same attendant rights, privileges and responsibilities as any other member of the University of California, Davis faculty. Dr. Greenwood will be provided with a UC Davis e-mail account and appropriate personal computer equipment.

(c) **Sabbatical Leave.** While a faculty member at the University of California, Davis, and as Chancellor of the Santa Cruz campus, Dr. Greenwood earned, but never used, a one-year sabbatical. Accordingly, Dr. Greenwood is entitled to take a one-year sabbatical leave commencing as of the date of Dr. Greenwood's resignation, referred to in Paragraph One above. Dr. Greenwood's rate of pay for this earned sabbatical will be \$301,840 per year, calculated by prorating Dr. Greenwood's Chancellor and Provost salary over the past five years. It is also understood that former President Atkinson granted Dr. Greenwood permission to take a paid administrative leave for three months at a time of her choosing. Dr. Greenwood has decided to take this three month leave at the conclusion of her sabbatical. The salary for this leave will be at the same annual salary as during her sabbatical leave. Dr. Greenwood's existing sabbatical credits will be transferred to UC Davis. This sabbatical will be governed by University policies and procedures.

(d) **Vacation Pay:** Dr. Greenwood has accrued vacation while serving as Provost. This accrued vacation will be transferred to UC Davis, and will be paid out at the time of her separation from University employment at the rate of pay that was effective when it was earned, consistent with University policy.

(e) **Research Support.** To assist Dr. Greenwood in her transition to academia, the Office of the President will provide \$50,000 per year for a total of two consecutive years in research funding to be used to support Dr. Greenwood's research efforts. To the extent Dr. Greenwood has not used all of these funds within the two year period, she may continue to use the funds for research purposes in subsequent years until the funds are exhausted.

(f) **Chancellor, Emerita:** Upon Dr. Greenwood's retirement from the University, the title of Chancellor, Emerita will be conferred on her in recognition of her outstanding achievements as Chancellor of the Santa Cruz campus.

(g) **Separation of Employment:** The Parties understand and agree that, except for subparagraph (f) above, the terms and conditions and benefits referred to in this Paragraph shall cease immediately at the time of Dr. Greenwood's

separation from University employment, should such occur before they are used and/or completed.

**Paragraph Three: General Release of All Claims.**

(a) For good and valuable consideration, receipt of which is hereby acknowledged, Dr. Greenwood, on behalf of herself, her heirs, assigns, beneficiaries and others who may claim through her, hereby unconditionally, irrevocably and absolutely releases and discharges The Regents, its officers, employees and assigns, from all claims related in any way to Dr. Greenwood's appointment, performance and resignation as Provost to the fullest extent permitted by law up to the effective date of this Agreement. This release is intended to be interpreted broadly to apply to all transactions and occurrences between the Parties to date, whether known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Dr. Greenwood's tenure as Provost (collectively "Released Claims").

(b) Dr. Greenwood's release includes, without limitation, any claim based in tort, contract, common law, the state or federal Constitution, state or federal statutes (including, without limitation, the California Civil Code and the California Government Code), and all claims for attorneys' fees, costs and expenses, as well as any and all claims for emotional injury, grievances, claims and/or appeals under the Regents' or the University of California's internal administrative review procedures up to the effective date of this agreement – provided, that Dr. Greenwood's release does not include claims for indemnification, contribution or otherwise that Dr. Greenwood may have against The Regents pursuant to the California Tort Claims Act (Government Code section 995), in connection with third party claims that may be made against Dr. Greenwood arising out of the performance of her official duties as Provost performed within the course and scope of her University employment.

**Paragraph Four: California Civil Code Section 1542 Waiver.**

Dr. Greenwood expressly acknowledges and agrees that the release contained in this Agreement includes a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH

IF KNOWN BY HIM OR HER MUST HAVE  
MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR.

Dr. Greenwood acknowledges that she read all of this Agreement, including the above Civil Code section, and that she understands both the Agreement and the Civil Code section. Dr. Greenwood waives any benefits and rights granted to her pursuant to Civil Code section 1542.

**Paragraph Five: No Representations**

Neither The Regents nor its officers, agents or employees, make any representations about any possible action that may be taken by the Fair Political Practices Commission, or the University of California Academic Senate, concerning any conduct by Dr. Greenwood, other than that The Regents will respond to any such action consistent with normal University rules, procedures and policies.

**Paragraph Six: No Prior Assignments or Liens.**

Dr. Greenwood represents and warrants that she has not assigned to any other person or entity any Released Claim. Dr. Greenwood agrees to defend, indemnify and harmless The Regents from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.

**Paragraph Seven: Mediation; Binding Arbitration.**

The Parties understand and agree that they shall attempt to resolve any and all differences or disputes concerning or arising under this Agreement, its enforcement or any of its terms, first, informally by the Parties, then, if necessary, through their counsel, and then, if necessary, through mediation before a mutually agreed upon mediator. Any differences or disputes that cannot be resolved through mediation shall be submitted to binding arbitration under rules and procedures that shall be agreed to by the Parties; provided that the arbitrator shall have the authority to award reasonable attorneys' fees and costs to the prevailing party. The Parties shall each bear one-half of the mediator's fees, unless otherwise ordered by the mediator.

**Paragraph Eight: Severability.**

Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

**Paragraph Nine: Attorneys Fees and Costs**

Dr. Greenwood and The Regents agree to bear their own attorneys' fees and expenses incurred in connection with the negotiation and execution of this Agreement, and any claim released in Paragraph Three, and except as provided in Paragraph Six, in any proceedings under this Agreement.

**Paragraph Ten: Modifications.**

This Agreement may be amended only by a written instrument executed by all Parties hereto.

**Paragraph Eleven: Cooperation.**

The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

**Paragraph Twelve: Interpretation; Construction.**

The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing The Regents, but Dr. Greenwood has participated in the negotiation of its terms. Dr. Greenwood acknowledges she has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**Paragraph Thirteen: Entire Agreement.**

The Parties to this Agreement declare and represent that no promise, inducement or agreement not herein discussed has been made between the Parties, and that this Agreement contains the entire expression of agreement between the Parties on the subjects addressed herein.

**Paragraph Fourteen: Counterparts.**

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon that party's signing of such a counterpart. A signed copy of the Agreement is as admissible as the original in any subsequent proceeding.

**Paragraph Fifteen: Older Workers Benefits Protection Act.**

It is the intention of the Parties that the releases contained in this Agreement apply to claims within its scope under the Older Workers Benefits Protection Act (29 U.S.C. § 626). To comply with Section 626(f) of that statute and to effectuate the release by Dr. Greenwood of any potential claims under the federal Age Discrimination in Employment Act, within the scope of the release, Dr. Greenwood agrees as follows: (i) she has carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement, she is giving up potentially valuable legal rights, and she intends to be bound by all the terms and conditions set forth above; (iii) she is entering into this Agreement freely, knowingly, and voluntarily; (iv) she has had 21 days to consider whether to agree to the terms and conditions set forth in this Agreement; and (v) for a seven day period following the date upon which she signs this Agreement, Dr. Greenwood may revoke this Agreement by delivering a written revocation to counsel for The Regents, and this Agreement will not become effective nor enforceable until the revocation period has expired.

**Paragraph Sixteen: Effective Date.**

This Agreement is effective on the eighth day following the date upon which it is signed by Dr. Greenwood, provided she has not revoked the Agreement under the Older Workers Benefits Protection Act.

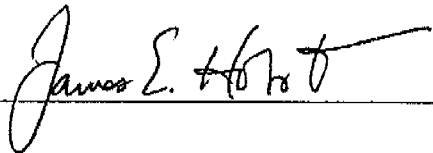
**WHEREFORE, the parties have voluntarily executed this agreement on the dates shown below.**

Dated: November, 23, 2005

By: \_\_\_\_\_  
M.R.C. Greenwood, Ph.D.

Dated: November, 23, 2005

THE REGENTS OF THE OF THE  
UNIVERSITY OF CALIFORNIA

By:  \_\_\_\_\_

Approved as to Form

Rudy, Exelrod and Zieff, LLP,

Dated: November 23, 2005

By: \_\_\_\_\_  
Alan Exelrod, Esq.  
Counsel for M.R.C. Greenwood

**WHEREFORE, the parties have voluntarily executed this agreement on the dates shown below.**

Dated: November, 23, 2005

By:   
M.R.C. Greenwood, Ph.D.

Dated: November, 2005

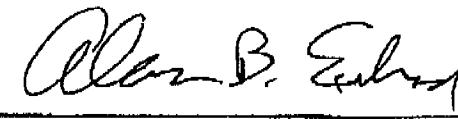
THE REGENTS OF THE OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_

Approved as to Form

Rudy, Exelrod and Zieff, LLP,

Dated:

By:   
Alan Exelrod, Esq.  
Counsel for M.R.C. Greenwood