

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into by and between PACIFICORP, an Oregon Corporation ("Seller"), and COUNTY OF MONTEREY, CALIFORNIA ("Purchaser"). This Agreement will be effective as of 3/4/2014 ("Execution Date"). Purchaser and Seller may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Seller holds a Paging and Radiotelephone Service license in the 152/158 MHz band issued by the Federal Communications Commission (the "FCC") authorizing Seller to conduct radio operations on certain frequencies (the "Frequencies") within Basic Economic Area 163 (San Francisco-Oakland-San Jose, CA) under FCC Call Sign WQNI862 (the "License," a reference copy of which is attached hereto as Exhibit A); and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all rights of Seller in, to, and arising from the License;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the Parties agree as set forth below.

Section 1. Purchase and Sale of Assets.

(a) Assets. At the Closing (as defined in Section 2(a) below), Seller shall sell, transfer, assign, and deliver to Purchaser, and Purchaser shall purchase, accept, assume and receive, all right, title and interest in, to or arising from the License, free and clear of any liens or encumbrances ("Clean title").

(b) Excluded Assets. Notwithstanding any other provision of this Agreement, no other assets of Seller shall be included in the purchase of the License.

(c) Consideration. The total consideration for Purchaser's purchase of the License shall be Nine Hundred Eighty Dollars (\$980.00) (the "Cash Payment") payable to Seller at Closing, together with Purchaser's execution of an amendment to the Parties' March 21, 2012, Mutual Long-Term *De Facto* Transfer Spectrum Leasing Agreement, as more fully described in Section 7(b) hereto (the "Lease Agreement").

(d) FCC Application for Assignment. Within fifteen (15) days after the Execution Date of this Agreement, the Parties will cooperate to (i) prepare, execute and file all applications required to secure FCC consent to the License assignment, and prepare and execute any other documents necessary to assign the License to Purchaser (the "Assignment Application"); and (ii) prepare and execute such other instruments or documents as may be necessary to carry out the transactions contemplated hereby.

(e) Liabilities. Except as otherwise provided herein, Purchaser shall not be liable with respect to any debts, liabilities, or obligations of Seller, or any subsidiary or affiliate of Seller, or any

claim against any of the foregoing, of any kind, whether fixed, contingent or otherwise, known or unknown. Likewise, and except otherwise provided herein, Seller shall not be liable with respect to any debts, liabilities, or obligations of Purchaser, or any subsidiary or affiliate of Purchaser, or any claim against any of the foregoing, of any kind, whether fixed, contingent or otherwise, known or unknown. Purchaser and Seller shall each bear its own legal, accounting, brokerage, and similar expenses in connection with the spectrum acquisition. Seller shall indemnify, defend, and hold Purchaser harmless from and against any and all liabilities, obligations, losses, claims, damages (including incidental and consequential damages), costs, and expenses (including court costs and reasonable attorneys' fees) related to and arising from the License prior to the Closing Date (as defined in Section 2(a) below). Likewise, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all liabilities, obligations, losses, claims, damages (including incidental and consequential damages), costs, and expenses (including court costs and reasonable attorneys' fees) related to and arising from the License after the Closing Date (as defined in Section 2(a) below).

Section 2. The Closing.

(a) The Closing. Subject to the satisfaction of the conditions set forth in Sections 2(b) and (c) below and the satisfaction of the conditions precedent set forth in Section 8 below, the closing contemplated by this Agreement (the "Closing") shall occur on the date determined by the mutual consent of the Parties hereto, which date shall be no later than fifteen (15) days after the FCC grants its consent to the assignment of the License to Purchaser (the "Closing Date"), at such locations as mutually agreed upon by Seller and Purchaser. Within ten (10) business days after the Closing, Purchaser shall file a Notification of Consummation with the FCC reflecting the Closing Date.

(b) Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller: (i) the Cash Payment as described in Section 1(c); (ii) an executed "Second Amendment," in substantially the form of Exhibit B hereto, to the Lease Agreement; and (iii) such other instruments or documents as may be reasonably necessary to carry out the transactions contemplated hereby.

(c) Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser: (i) a General Assignment and Bill of Sale, in substantially the form of Exhibit C hereto; and (ii) such other instruments or documents as may be reasonably necessary to carry out the transactions contemplated hereby.

Section 3. Termination. This Agreement may be terminated: (i) at any time by mutual written consent of Seller and Purchaser; (ii) by Purchaser, if there is a material adverse change with respect to the License prior to the FCC's grant to Purchaser of the License, and such change is not the result of a breach by either Party; (iii) by Seller or Purchaser, if the FCC dismisses or denies, in whole or in part, the Assignment Application, declines to permit Purchaser's contemplated operations on the License, or otherwise imposes materially adverse conditions upon the grant of the Assignment Application, and such dismissal, denial, or condition is not the result of a breach by either Party; or (iv) by Seller or Purchaser, after eighteen (18) months from the submission to the FCC of the Assignment Application, if the FCC has not consented to the

assignment of the License and if the FCC's failure to so consent to such assignment is not the result of a breach of the Agreement by either Party.

If this Agreement is terminated pursuant to this Section 3 neither of the Parties hereto, nor any of their agents or successors in interest, shall have any further liability or further obligation to the other Party or any of its agents or successors in interest pursuant to this Agreement; and the Parties shall cooperate in withdrawing any pending applications or submitting any additional applications to the FCC, to return the Parties to their respective positions as they existed prior to the Execution Date.

Section 4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the date hereof, and as of the Closing, as set forth below:

(a) Authority. Seller has full legal right, power, and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(b) Validity. This Agreement has been, and the documents to be delivered by Seller hereunder will be, duly executed and delivered and constitute lawful, valid, and legally binding obligations of Seller, enforceable in accordance with their respective terms. Except for the prior approval of the FCC, no approval, license, consent, or other order or action of or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by Seller of this Agreement or such other agreements and instruments as may be necessary for the consummation by Seller of the transactions contemplated hereby.

(c) Litigation. There are no legal or administrative proceedings of any kind now pending or, to the knowledge of Seller, threatened in any manner involving Seller that might have a material adverse effect on the License or Seller.

(d) License. Exhibit A is an accurate, correct, and complete copy of the License. Seller is the holder of the License. The License is valid and in full force and effect and there are no proceedings pending or, to the best knowledge of Seller, threatened, which could result in the termination, revocation, limitation, or impairment of the License. No violations have been recorded with respect to the License and no proceeding is pending or, to the best knowledge of Seller, threatened or contemplated with respect to the revocation or limitation of the same. Seller has paid in full all amounts owed to the FCC or the U.S. Treasury in connection with its purchase of the License and has not previously taken steps to assign, partition, or otherwise transfer any interest of any kind in the License. Except for FCC rules and regulations, and the existing Lease Agreement between the Parties, the License is not subject to (i) any contract, lease, license, or sale, (ii) any security interest, mortgage, pledge, lien, charge, or encumbrance of any kind or character, direct or indirect, whether accrued, absolute, contingent, or otherwise, (iii) any royalty or commission arrangements, or (iv) any claims, covenants, or restrictions.

Section 5. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as of the date hereof, and as of the Closing, as follows:

(a) Authority. Purchaser has full legal right, power, and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby. All corporate and other acts, proceedings, or regulatory approvals (other than FCC approval) required to be taken by Purchaser to authorize the execution, delivery, and performance of this Agreement and all transactions contemplated hereby have been duly and properly taken.

(b) Validity. This Agreement has been, and the documents to be delivered at Closing will be, duly executed and delivered by Purchaser and constitute lawful, valid, and legally binding obligations of Purchaser, enforceable in accordance with their respective terms.

Section 6. Covenants of Seller. Seller hereby agrees to keep, perform, and fully discharge the following covenants and agreements.

(a) Interim Conduct. From the date hereof until the Closing, Seller shall preserve, protect, and maintain Seller's rights and interests in and to the License. Without limiting the generality of the foregoing, as pertains to or in any way affects the License, from the date hereof until the Closing, Seller shall not (i) enter into, amend, or terminate, or agree to enter into, amend, or terminate, any contract, license, or instrument related to the License, (ii) solicit or respond in any fashion but in the negative to indications of interest in, or offers for, the sale of the License or any portion of the License.

(b) FCC Filings. Seller shall cooperate with Purchaser and shall assist Purchaser in filing with the FCC all applications and other documents necessary to effectuate the assignment of the License to Purchaser. Except for documents specifically requested by Purchaser pursuant to this subsection, Seller agrees that it shall not file any document with the FCC related to the License without Purchaser's prior written consent.

(c) Best Efforts. Seller shall use its best efforts to consummate the transactions contemplated by this Agreement and to prosecute diligently the Assignment Application and the assignment of the License to a favorable conclusion. Seller shall not take any action inconsistent with its obligations hereunder or that could hinder or delay the successful completion of the transactions contemplated hereby. Seller shall not cause, influence, or encourage any person or entity to petition the FCC to cancel or revoke the License or dismiss the Assignment Application.

Section 7. Covenants of Purchaser.

Assignment of License. Purchaser covenants and agrees to (i) use its best efforts to consummate the transactions contemplated by this Agreement; (ii) not take any action inconsistent with its obligations hereunder or that could hinder or delay the successful completion of the transactions contemplated hereby; and (iii) timely respond to any FCC requests for further information regarding the Assignment Application. Purchaser shall not cause, influence, or encourage any person or entity to petition the FCC to cancel or revoke the License or dismiss the Assignment Application.

Section 8. Conditions Precedent to Closing. Each and all of the individual obligations of Purchaser and Seller to consummate the transactions contemplated by this Agreement are subject

to fulfillment, prior to or at the Closing, of the following conditions: (a) the FCC has granted its consent to the assignment of the License to Purchaser for use in Purchaser's contemplated operations; (b) the representations and warranties of the other Party contained herein shall be accurate in all material respects as if made on and as of the Closing Date; (c) the other Party shall have performed all of the obligations and complied with each and all of the covenants, agreements, and conditions required to be performed or complied with on or prior to the Closing; (d) no action, suit, proceeding, or investigation before any court, administrative agency, or other governmental authority shall be pending or threatened which relates to the transactions contemplated hereunder.

Section 9. Construction and Coverage. As of the Closing, Purchaser shall assume sole responsibility for meeting the FCC construction and coverage requirements applicable to the License, as specified in Section 22.503(k) of the FCC's rules, and any successor regulation, for the License.

Section 10. Miscellaneous.

(a) Survival of Representations and Warranties. All representations, warranties, covenants, and agreements contained in this Agreement that, by their nature, would continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Any investigation by the Parties as to these representations, warranties, covenants, and agreements shall not constitute a waiver of any such representations or warranties.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, proposals, representations, statements, or understandings, whether oral or written, concerning the subject matter hereof or the rights and obligations relating to the subject matter hereof.

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

(d) Expenses. Each Party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby, except where this Agreement expressly provides to the contrary.

(e) Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign this Agreement or any rights and duties hereunder without the prior written consent of the other Party, not to be unreasonably withheld.

(f) Contacts. All notices or other communications under this Agreement shall be in writing and (i) mailed by certified or registered mail, postage prepaid, return receipt requested,

(ii) sent by express courier, (iii) sent by confirmed facsimile, or (iv) hand delivered and addressed as follows:

For Purchaser:

Mike Derr or designee
County of Monterey
Contracts / Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Telephone: (831) 755-4992
Facsimile (831) 755-4969

For Seller:

James O. Stahl, P.E.
PacifiCorp
825 NE Multnomah St., Suite 700 LCT
Portland, OR 97232
Telephone: (503) 813-6915
Facsimile: (503) 813-6892

With a copy, which shall not constitute notice, to:

William Harry
County of Monterey
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
Telephone: (831) 769-8888
Facsimile: (831) 769-8896

With a copy, which shall not constitute notice, to:

Jeffrey L. Sheldon
Levine, Blaszak, Block & Boothby, LLP
2001 L Street, NW
Suite 900
Washington, DC 20036
Telephone: (202) 857-2574
Facsimile: (202) 223-0833

A Party may change the address to which notices may be given to it by providing written notice to the other Party pursuant to this Section 10(f).

(g) Limitation of Liability. Notwithstanding anything set forth in this agreement to the contrary, in no event shall either Party be liable to the other for any indirect, special, exemplary, incidental, or consequential damages, including but not limited to lost profits, lost revenues or lost savings, even if such Party has been advised, knows or should know of the possibility of such damages arising out of or in connection with this agreement, whether in an action sounding in contract or tort (including negligence) or any other legal or equitable theory.

(h) Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and the Parties shall promptly negotiate terms and conditions to replace invalid or unenforceable portions that are essential parts of this Agreement, as necessary to implement the Parties' original intent.

(i) Captions and Headings. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.


(j) Brokers. Neither Party to this Agreement has used the services of a broker in connection with this transaction, and no commissions are owed to any third party in connection therewith.

(k) JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the dates shown below.

PURCHASER:
County of Monterey, California

SELLER:
PacifiCorp

By: 

By: 

Name: Mike Derr or designee

Name: Nancy Kent

Title: Contracts / Purchasing Officer

Title: Vice President, IT & Security

Date: 3/4/2016

Date: 1-13-2016

Exhibits

Exhibit A
Exhibit B
Exhibit C

Copy of License
Form of Second Amendment to Lease Agreement
Form of General Assignment and Bill of Sale

(i) Captions and Headings. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(j) Brokers. Neither Party to this Agreement has used the services of a broker in connection with this transaction, and no commissions are owed to any third party in connection therewith.

(k) JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the dates shown below.

PURCHASER:
County of Monterey, California

SELLER:
PacifiCorp

By: _____

Name: Mike Derr or designee

Title: Contracts / Purchasing Officer

Date: _____

By:  _____

Name: Nancy Kent

Title: Vice President, IT & Security

Date: 1-13-2016


Nikki Kohlha

CFO

2-3-16

Exhibits

Exhibit A
Exhibit B
Exhibit C

Copy of License
Form of Second Amendment to Lease Agreement
Form of General Assignment and Bill of Sale

EXHIBIT A

COPY OF LICENSE TO BE ASSIGNED

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: PACIFICORP

ATTN: JAMES STAHL, PE
PACIFICORP
825 NE MULTNOMAH ST., 700 LOT
PORTLAND, OR 97232-2149

Call Sign WQNI362	File Number
Radio Service CP - Part 22 VHF UHF Paging (excluding 931MHz)	

FCC Registration Number (FRN): 0001566660

Grant Date 02-17-2011	Effective Date 01-31-2014	Expiration Date 02-17-2021	Print Date
Market Number BEA163	Channel Block EA	Sub-Market Designator 0	
Market Name San Francisco-Oakland-San Jose			
1st Build-out Date 02-17-2014	2nd Build-out Date 02-17-2016	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Requested waiver of 20.9(a)(5) granted.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
April 2009

EXHIBIT B

**FORM OF
SECOND AMENDMENT TO
MUTUAL LONG-TERM *DE FACTO*
TRANSFER SPECTRUM LEASING AGREEMENT**

This is a Second Amendment ("Second Amendment") to the Mutual Long-Term *De Facto* Transfer Spectrum Leasing Agreement, entered as of March 21, 2012 (the "Lease Agreement"), by and between the County of Monterey, a political subdivision of the State of California ("Monterey County"), and PacifiCorp, an Oregon corporation ("PacifiCorp"). Monterey and PacifiCorp may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, PacifiCorp has assigned to Monterey County all of its right, title and interest in and to FCC Call Sign WQNI862 pursuant to that certain Asset Purchase Agreement entered into between the Parties as of _____, 20__;

NOW THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties amend the Lease Agreement as follows:

1. Revised Schedule A. Schedule A, Rev. 1, to the Lease Agreement, which was added by the first Amendment to the Lease Agreement, dated as of May 6, 2014, is hereby deleted, and the attached "Schedule A, Rev. 2" is substituted in its place. All references in the Lease Agreement to Schedule A shall now refer to this Schedule A, Rev. 2.

2. Notices. Section 16 of the Lease Agreement is amended to provide the following addresses for notices and communications under the Lease Agreement:

To Monterey County:

County of Monterey
Contracts/Purchasing Division
1488 Schilling Place
Salinas, CA 93901
Ph.: (831) 755-4992
Fax: (831) 755-4969

To PacifiCorp:

James O. Stahl, P.E.
PacifiCorp
825 NE Multnomah St., Suite 700 LCT
Portland, OR 97232
Telephone: (503) 813-6915
Facsimile: (503) 813-6892

With a copy, which shall not constitute notice, to:

William Harry
County of Monterey
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
Telephone: (831) 769-8888
Facsimile: (831) 769-8896

With a copy, which shall not constitute notice, to:

Jeffrey L. Sheldon
Levine, Blaszak, Block & Boothby, LLP
2001 L Street, NW
Suite 900
Washington, DC 20036
Telephone: (202) 857-2574
Facsimile: (202) 223-0833

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates shown below.

County of Monterey, California

PacifiCorp

By: _____

By: _____

Name: Mike Derr or designee

Name: _____

Title: Contracts / Purchasing Officer

Title: _____

Date: _____

Date: _____

**SCHEDULE A, REV. 2
TO LEASE AGREEMENT**

LICENSES AND FREQUENCIES

1. **Part 22 Licenses and Frequencies of Monterey County to be Leased to PacifiCorp**

BEA Number	BEA Name	Call Sign	Channel Block and Frequencies (MHz)	Description of Geographic Area to be Leased
163	San Francisco-Oakland-San Jose, CA	WPZW660	Channel Block FD 152.105 – 152.135 / 158.565 – 158.595	Trinity and Humboldt Counties, CA

2. **Part 22 Licenses and Frequencies of PacifiCorp to be Leased to Monterey County**

None.

EXHIBIT C
FORM OF
GENERAL ASSIGNMENT AND BILL OF SALE

Pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of _____, 20__ (the "Agreement") by and between PACIFICORP ("Seller"), and COUNTY OF MONTEREY, CALIFORNIA ("Buyer"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, sell, and deliver unto Purchaser all of the following:

The Paging and Radiotelephone Service license in the 152/158 MHz band issued by the Federal Communications Commission (the "FCC") authorizing Seller to conduct radio operations on the frequencies under Call Sign WQNI862 within Basic Economic Area 163 (San Francisco-Oakland-San Francisco, CA) (the "License").

Seller warrants that Seller has, and is transferring to Purchaser hereby, all of its rights, title, and interest in the License, free and clear of all security interests, liens, pledges, encumbrances, and claims, subject to and in accordance with the Agreement.

IN WITNESS WHEREOF, Seller has caused this Assignment and Bill of Sale to be executed as of this ____ day of _____, 20__.

PACIFICORP

BY: _____

NAME: _____

TITLE: _____