

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is by and among **County of Monterey** ("Buyer"), a political subdivision of the State of California, and **Sanford Burnham Prebys Medical Discovery Institute** ("Seller"), a California non-for-profit public benefit corporation.

Seller wants to sell all address rights to a certain netblock. Buyer wants to purchase those rights and have the netblock transferred from the Seller's ARIN account to the ARIN account identified by the Organization ID **CM-431** ("Buyer's ARIN account").

The sale is agreed by the parties to be an asset sale, effective as of the date of the final signatory hereto (the "Closing Date") with Buyer signing last.

1. Representations of Seller. Seller represents that it is the address rights holder for the netblock **199.58.28.0/22** consisting of 1,024 IPv4 addresses ("Netblock") and is the same organization as that currently listed in ARIN's Whois database as the registrant of the Netblock.

2. Representations of Buyer. Buyer represents that it is a State of California general law county in good standing, that it is authorized to receive transfers into the Buyer's ARIN account, and that it has pre-approval or can reasonably expect to receive approval from ARIN to receive an IPv4 allocation of at least the size of the Netblock.

3. Purchased Assets. The assets to be purchased are as follows (collectively, the "Assets"):

The Netblock, including all rights, title and interest to this address block.

4. Purchase Price. The purchase price for the Assets ("Purchase Price") is USD \$20,480.00. Buyer will pay the Purchase Price to Seller, and the Seller will transfer the Assets to the Buyer, according to the following schedule:

- a. Within 7 days of the Closing Date of this Agreement, Buyer will deposit USD \$21,030.00 with Ayers, Smithdeal & Bettis PC ("Escrow Agent"), representing the Purchase Price (\$20,480.00), ARIN transfer fee (\$300.00), and Escrow Fee (\$250.00).
- b. Upon notification from Escrow Agent that funds have been received, Seller will initiate a transfer application with ARIN to transfer the Netblock to the Buyer's ARIN account.
- c. As part of the transfer process, ARIN is expected to invoice the Seller for a transfer fee in the amount of \$300.00. As Buyer is including this fee in the escrow deposit per Section 4.a, Seller will present this invoice to Broker for payment on behalf of Buyer. Broker will pay the \$300 fee to ARIN and will be reimbursed from escrow once the transfer completes.

- d. As part of the transfer process, ARIN may request additional information from either Buyer or Seller, who will do their best to comply.
- e. When Escrow Agent is notified that the transfer is completed, Escrow Agent will verify the transfer by checking that the Netblock shows the Buyer's Organization as registrant in ARIN Whois. Escrow Agent will then release the Purchase Price to Seller, at a bank account registered under Seller's name and will retain the Escrow Fee. The date upon which the transfer is completed is the "Transfer Date".
- f. If the transfer fails to complete within 45 days of the Closing Date, the transfer will be cancelled, and Escrow Agent will return all funds to the Buyer, except for the Escrow Fee. All address rights to the Netblock will then remain with Seller, unless both parties agree to an extension of time in writing. An extension of time will not be unreasonably withheld if the transfer is underway and its successful completion is imminent.
- g. Until the Escrow Agent releases the total funds due from Buyer to Seller, Seller retains title to the Assets.

5. No Assumption of Liabilities. Seller and Buyer agree that Seller is not transferring, and Buyer is not assuming, whether directly or indirectly, any debts, claims, causes of actions, obligations or liabilities of Seller of any kind or nature whatsoever, direct or indirect, fixed or contingent, including, without limitation, any debts, claims, causes of actions, obligations or liabilities (i) under agreements, obligations and commitments which shall not have been expressly assigned by the Seller and assumed by Buyer under this Agreement; (ii) the existence of which would conflict with or constitute a breach of any representation or warranty made by the Seller hereunder; (iii) for Federal, state or local income, excise, franchise, sales, transfer, employment or other taxes, if any, which may have accrued or are otherwise due prior to the Transfer Date or which may be imposed on Seller in connection with the transactions contemplated by this Agreement; (iv) for lawsuits brought, pending or threatened against the Seller or any Assets before or after the date hereof based upon an alleged act or failure to act on the part of Seller or any other party prior to the Transfer Date or in connection with the transactions contemplated hereby; (v) by reason of or for any default or breach by Seller under any agreement or commitment; or (vi) arising in connection with any liquidation and dissolution of Seller.

6. Excluded Assets. Buyer acknowledges and agrees that all assets of Seller are excluded from the sale hereunder except for the Purchased Assets (as defined above).

7. Indemnification. Buyer agrees to indemnify and hold harmless Seller, their affiliates, and their respective officers, directors, and employees, from and after the Transfer Date, against any and all losses damages, liabilities, claims, deficiencies, costs, expenses, and expenditures, including, without limitation, reasonable attorney's fees

and court costs, arising with respect to any liability or obligation of Buyer associated with routing of the Netblock or changes to information published about the Netblock in ARIN online, or otherwise arising out of Buyer's operation of the Assets after the Transfer Date.

8. Confidentiality. All information concerning any party to this Agreement that is provided to either other party, other than publicly available information, will be documented as 'confidential' and kept in strict confidence by the party to whom such information is provided and will only be used to evaluate matters in connection with this transaction. In the event the transaction fails to close, all documents or other media containing such information will be returned promptly to the party providing such information.

9. Governing Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws that would require the application of any other law.

10. Entire Agreement; Amendment. This Agreement represents the entire Agreement in relation to the terms of matters contained in this Agreement and shall supersede all prior agreements, whether written or oral, between the parties, with respect to its subject matter and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as set forth herein. This Agreement may not be amended, except by an instrument in writing executed by the party against whom such amendment is to be enforced.

11. Remedies. It is specifically understood and agreed that certain breaches of this Agreement may result in irreparable injury to the parties hereto, that the remedies available to the parties at law alone may be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which the parties may have, a party may elect to enforce its rights by an action for specific performance.


12. Survival of Representations. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing.

13. Further Assurances. From and after the Closing, the Seller agrees that it shall, as long as it is legally and otherwise able to do so, and without further consideration and at any time upon the reasonable written request of the Buyer, and at the Buyer's expense, take, execute, acknowledge and deliver all such further documents, bills of sale, assignments, transfers, consents and agreements as may be reasonably required to carry out the transactions contemplated by this Agreement.

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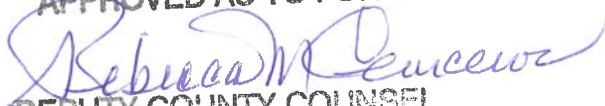
IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date set forth opposite their signature.

**Seller: Sanford Burnham Prebys Medical Discovery Institute**

  
By: Louis J. Coffman Date: 3/18/19  
Title: CAO/CEO

**Buyer: County of Monterey**


\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

Rebecca M. Ceniceros

March 28, 2019

Reviewed as to fiscal provisions

  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey 3/28/19