

## **BILL OF SALE**

**THIS BILL OF SALE** ("Bill of Sale") is made as of April 27<sup>th</sup>, 2021 by **CITY UNITED CHURCH** ("Seller") for the benefit of **HORIZON CHRISTIAN FELLOWSHIP** ("Buyer").

**WHEREAS**, Buyer is acquiring the assets (radio equipment), interests and rights of Seller, which are held by Seller and used in connection with the operation of broadcast radio station WCMX(AM), Leominster, Massachusetts (Facility ID No. 54850) (the "Station"), pursuant to the terms of that certain Asset Purchase Agreement dated as of December 15, 2020 (the "Purchase Agreement") to which Seller and Buyer are parties. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement.

**NOW THEREFORE**, pursuant to the Purchase Agreement, for the consideration of Twelve Thousand Dollars (\$12,000), the receipt and adequacy of which are hereby acknowledged, Seller does hereby sell, assign and transfer, or cause to be delivered, to Buyer, free and clear of all liens, encumbrances and security interests of any nature whatsoever, all of Seller's interests and rights in and to the Station Assets set forth in paragraph 1.1 of the Purchase Agreement, with the exception of the Licenses which are being assigned concurrently pursuant to an Assignment of FCC License agreement.

Buyer and its successors and assigns are to have and to hold the Assets for their own use and benefit forever. Seller will from time to time after the date hereof, without further consideration, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, assumptions and assurances as may be required to carry out the intent of this Bill of Sale.

Nothing in this Bill of Sale limits or expands the separate representations, warranties and obligations of Buyer or Seller under the Purchase Agreement. Except for the terms and conditions of the Purchase Agreement, this Bill of Sale supersedes and cancels any and all prior or contemporaneous agreements and understandings between the parties regarding the subject matter hereof, and may not be amended except in a writing signed by the parties.

[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO BILL OF SALE

**IN WITNESS WHEREOF**, the Seller, intending to be legally bound hereby, has executed this Bill of Sale as of the date first written above.

**SELLER:**

**CITY UNITED CHURCH**

By:

  
Name: Gary Montz  
Title: President