

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made on this 5 day of December, 2020, by and between **City United Church**, a Massachusetts nonprofit corporation (formerly known as Twin City Baptist Temple) ("Seller"), and **Horizon Christian Fellowship**, a Massachusetts nonprofit corporation ("Buyer"). Seller and Buyer are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller desires to convey all rights, title, and interest in and to substantially all of the assets of AM broadcast station **WCMX(AM), Leominster, Massachusetts (FCC Facility ID No. 54850)** (the "Station"), subject to the terms and conditions stated herein;

WHEREAS, Buyer desires to receive and own the Station and its assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the "FCC").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Subject to the prior approval of the FCC, Seller agrees to transfer, assign, convey, and deliver to Buyer, and Buyer agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments, and encumbrances of any kind, the following:
 - (a) all licenses, construction permits, authorizations, or other rights of any kind issued or granted by the FCC to Seller with respect to the Station (collectively the "FCC Licenses") listed in **Schedule 1(a)**;
 - (b) all of the broadcast equipment of the Station (the "Equipment") listed in **Schedule 1(d)**;
 - (c) all intangible property of the Station ("Intangible Property") listed in **Schedule 1(e)**;
 - (d) all FCC files and records pertaining to the Station in Seller's possession ("FCC Records"); and
 - (e) goodwill and other rights ("Other Rights").

The schedules as identified in the foregoing are attached hereto and made a part hereof. The FCC Licenses, Equipment, Intangible Property, FCC Records, and Other Rights are sometimes

collectively referred to in this Agreement as the "Assets." Seller will retain its accounts receivable, cash, deposits, and prepaid items, and any asset not specifically identified on Schedules 1(a) through 1(e) hereto. Buyer assumes no liabilities, debts, or obligations, including without limitation, for Station's personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Seller. Buyer assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt, or obligation of Seller, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

2. **PURCHASE PRICE.** The purchase price for the Assets is Twelve Thousand Dollars (\$12,000.00) (the "Purchase Price"). All prepaid and deferred expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the Closing Date. The prorations and adjustments contemplated by this Section shall be made to the extent practicable at the Closing (as defined below), and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date. The Purchase Price shall be delivered by Buyer to Seller by delivery at Closing of an executed promissory note in the principal amount the balance of the Purchase Price, in the form set forth in Exhibit A, attached hereto (the "Note").

3. **STATION TOWER.** To the best of Seller's knowledge, the Station's tower (the "Tower") is owned by New Cingular Wireless PCS, LLC ("Tower Owner"). Seller is the owner of the land upon which the Tower is located and leases the land to Tower Owner. The Station operates from the Tower. Buyer shall compensate Seller for use of the Tower to operate the Station. No payment shall be due for use of the Tower for the first two (2) years after the Closing Date of this Agreement. Thereafter, Buyer shall pay Seller Five Hundred Dollars (\$500.00) per month for use of the Tower for as long as the Station continues to operate from the Tower. Seller will have no liability to Buyer in the event that for any reason at any time use of the Tower for operation of the Station ends.

4. **SELLER'S COVENANTS AND WARRANTIES.** Seller hereby covenants and warrants as follows:

- (a) The FCC Licenses are in full force and effect.
- (b) Seller is aware of no litigation, proceeding, or investigation whatsoever pending or threatened against or relating to Seller or the Assets to be transferred hereunder.
- (c) Seller has good and marketable title to all owned Assets.
- (d) Seller will convey said Assets to Buyer in "as is" condition of such Assets on the Closing Date and, except as expressly set forth in this Agreement, makes no warranty whatsoever with regard to the condition of said Assets.
- (e) Seller will deliver the Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments, or other encumbrances of any kind.

(f) Seller has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

(g) As of the Closing Date, Seller will have paid all taxes and assessments, rent, water, sewer, and other utility charges or assessments relating to the Assets, if any.

(h) The warranties, representations, and covenants contained in this Section 3 shall survive Closing for a period of one (1) year.

5. BUYER'S COVENANTS AND WARRANTIES. Buyer hereby covenants and warrants as follows:

(a) Buyer has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Buyer enforceable in accordance with its terms.

(b) Buyer knows of no reason why it should not be approved to become a holder of the FCC Licenses.

(c) Prior to Closing, Buyer will have inspected the Assets to be conveyed pursuant to the terms of this Agreement and found each item to be in satisfactory condition and suitable for Buyer's purposes.

(d) No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.

(e) Warranties, covenants, and representations contained in this Section 4 shall survive the Closing Date for a period of one (1) year.

6. FCC ASSIGNMENT APPLICATION. Seller and Buyer shall file an application with the FCC for consent to the assignment of the FCC Licenses to Buyer ("FCC Application") within ten (10) business days after executing this Agreement. Buyer and Seller shall cooperate fully and diligently in seeking FCC's consent to assignment of the FCC Licenses from Seller to Buyer.

6. CLOSING. The closing (the "Closing") of the transaction contemplated in this Agreement shall occur on a date (the "Closing Date") that is no more than ten (10) business days following the date on which FCC Consent shall have been granted, provided, however, in the event that a petition to deny or informal objection is filed with respect to the FCC Application, the Closing will take place ten (10) business days after grant of FCC Consent becomes a Final Order. For the purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or

certiorari, or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari, or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

7. **CLOSING DOCUMENTS.** Seller will at Closing execute and deliver to Buyer customary assignments, bills of sale and other documents sufficient to grant to Buyer title to the Assets, free and clear of liabilities, debts, claims, assessments, liens, and other encumbrances of any kind. Buyer will at Closing execute and deliver to Seller such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the assignment of the Assets. Buyer shall also deliver the Purchase Price as provided in **Section 2** above.

8. **TERMINATION.** This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period; or

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is nine (9) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

9. **DAMAGES UPON TERMINATION.** Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under **Section 8(a), (c), or (d)**, this Agreement shall be deemed null and void, and neither party will have any further liability or obligation to the other. Upon termination under **Section 8(b)**, due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled all rights and remedies it may have against Buyer to recover damages resulting from Buyer's default. If this Agreement is terminated pursuant to **Section 8(c)** due to the default of Seller, the Buyer may bring an action for specific performance, Seller hereby acknowledging that the Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

10. **STATION CONTROL.** Prior to Closing, Seller shall have complete control over the Assets and operation of the Station. Buyer shall have the right to reasonable access to the Station's logs and other records as to the operation of the Station prior to Closing and to inspect the Assets upon prior reasonable written notice to Seller. Upon Closing and the transfer and assignment of the Assets, as contemplated herein, Buyer shall have complete control over the Assets and operation of Station.

11. **INDEMNIFICATION.**

(a) Seller hereby agrees to indemnify, defend, save, and hold Buyer harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Buyer by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Assets or operation of the Station prior to the Closing Date hereunder. This **Section 11(a)** shall survive Closing for one (1) year.

(b) Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Assets or operation of the Station subsequent to the Closing Date hereunder. This **Section 11(b)** shall survive Closing for one (1) year.

12. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Seller: City United Church
194 Electric Avenue
Lunenburg, MA 01462
Attn: Gary John Moritz, President

If to Buyer: Horizon Christian Fellowship
356 Broad Street
Fitchburg, MA 01420
Attn: George Small

13. **ASSIGNMENT.** Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

14. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

15. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regards, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

16. **ENTIRE AGREEMENT.** This Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Seller and Buyer with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

17. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance set forth in this **Section 17.**

18. **COUNTERPARTS.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Agreement transmitted by facsimile or other electronic means shall be valid and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: CITY UNITED CHURCH

By: 
Name: Gary John Moritz
Title: President

BUYER: HORIZON CHRISTIAN FELLOWSHIP

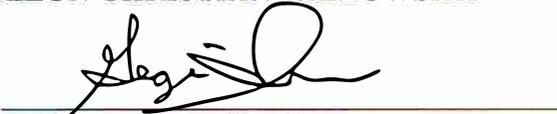
By: 
Name: George Small
Title: President

Table of Schedules and Exhibits

Schedule 1(a) – FCC Licenses

Schedule 1(d) – Equipment

Schedule 1(e) – Intangible Property

Exhibit A – Form of Promissory Note

Schedule 1(a)

FCC Licenses

WCMX(AM), Leominster, Massachusetts (FCC Facility ID No. 54850)

FCC License: File No. 11842 (granted Dec. 20, 1967)

License Renewal: File No. BR-20131231ABL (granted Mar. 19, 2015/ expires April 1, 2022)
(renewal due Dec. 1, 2021)

Broadcast Auxiliaries: Aural Studio Transmitter Links WPJA645 and WPJF370

Schedule 1(d)

Equipment

[To be supplied.]

Schedule 1(e)

Intangible Property

The call sign "WCMX".

Exhibit A

Form of Promissory Note

PROMISSORY NOTE

\$12,000.00

_____, 2021
Leominster, Massachusetts

FOR VALUE RECEIVED, the undersigned **Horizon Christian Fellowship**, a Massachusetts nonprofit corporation (“Maker”), hereby irrevocably and unconditionally promises to pay to **City United Church**, a Massachusetts nonprofit corporation (“Holder”), in immediately available funds, the principal amount of **Twelve Thousand Dollars (\$12,000.00)**, together with interest accrued thereon in like money.

1. This Promissory Note (“Note”) is issued pursuant to an Asset Purchase Agreement, dated as of December 15, 2020, between Maker and Holder (the “Purchase Agreement”) relating to Maker’s purchase from Holder of the assets used or useful in connection with the operations of AM broadcast station **WCMX(AM), Leominster, Massachusetts (FCC Facility ID No. 54850)** (the “Station”), licensed by the Federal Communications Commission (“FCC”).

2. Payments of principal and interest shall be payable in twenty-four (24) installment payments, each in the amount of Five Hundred Dollars (\$500.00), payable on the first day of each month. Each installment payment shall be made in full without claim of set off, counterclaim, or deduction of any nature or for any cause whatsoever.

3. If any of the following events or conditions (each, an “Event of Default”) shall occur:

(a) Default by Maker in the payment of any installment of principal or interest on this Note when the same becomes due and payable, which default continues uncured for a period of ten (10) business days after written notice of such default has been given by Holder to Maker;

(b) Maker shall make an assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation;

(c) There shall be filed against Maker any petition or application for relief under any bankruptcy or similar law which is not discharged or dismissed within sixty (60) days after the filing of such petition or application;

(d) The transfer of control or assignment of the Station to any third party (excepting a pro forma transfer of control or assignment to any entity under common control with Maker pursuant to FCC grant of an application submitted on FCC Form 316 or any successor form to FCC Form 316, provided that such pro forma transferee or assignee accepts in writing all obligations of Maker under this Note and provided further that such pro forma transfer or assignment will not relieve Maker of any obligations under this Note); then, and in any such event,

Holder may at any time, by written notice to Maker, declare the entire amount of all principal and interest remaining unpaid on this Note due and payable, whereupon the same shall forthwith become due and payable.

4. All notices and other communications provided for under this Note shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Holder: City United Church
194 Electric Avenue
Lunenburg, MA 01462
Attn: Gary John Moritz, President

with a copy (which shall not constitute notice) to:

Fletcher, Heald & Hildreth, PLC
1300 N 17th Street, Suite 1100
Arlington, VA 22209
Attn: Matthew H. McCormick, Esq.

If to Maker: Horizon Christian Fellowship
356 Broad Street
Fitchburg, MA 01420
Attn: George Small, President

with a copy (which shall not constitute notice) to:

Fletcher, Heald & Hildreth, PLC
1300 N 17th Street, Suite 1100
Arlington, VA 22209
Attn: Matthew H. McCormick, Esq.

5. Upon the occurrence of an Event of Default, Holder may exercise any and all rights and remedies set forth in this Note. The rights and remedies of Holder hereunder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same or any other right or remedy.

6. Maker may prepay the unpaid balance of the Note in whole or in part at any time without premium or penalty; provided, that any such prepayment is accompanied by interest accrued on the amount so paid, to the date of such payment.

7. If this Note is forwarded to an attorney for collection after demand for payment hereof, Maker shall pay on demand all costs and expenses of collection including reasonable attorneys' fees.

8. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note shall be governed by the laws of the Commonwealth of Massachusetts. Maker hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

HORIZON CHRISTIAN FELLOWSHIP

By: _____

Name: George Small

Title: President