

BILL OF SALE

This Bill of Sale (this “**Bill of Sale**”) is made and entered into as of the ___ day of _____, 20___ (the “**Effective Date**”), by Crown Atlantic Company LLC, a Delaware limited liability company (“**Seller**”), in favor of the Town of Wilton, Connecticut, a political subdivision of the State of Connecticut (“**Buyer**”).

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound hereby, Seller hereby sells, assigns and transfers to Buyer all of Seller’s right, title and interest in and to Seller’s owned equipment, other personal property or real estate fixtures identified in Exhibit A (collectively, the “**Property**”), at the telecommunications site(s) identified in Exhibit A (the “**Site(s)**”).

2. The Property is transferred “AS IS and WHERE IS” with all faults, latent and patent. Seller hereby covenants with, and represents and warrants to, Buyer that, as of the Effective Date:

- a. Seller is lawfully seized and possessed of the Property;
- b. Seller has the right to sell, transfer and convey the Property to Buyer;
- c. the Property at the Site(s) is, and will be transferred to Buyer, free and clear of all security interests, liens, and other encumbrances of any type or description; and
- d. Seller will forever defend the right and title to the Property unto Buyer against the claims of all persons claiming otherwise by, through or under Seller.

SELLER OTHERWISE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. This Bill of Sale supersedes all prior discussions and agreements between Buyer (and Buyer’s affiliates) and Seller with respect to the purchase and sale of the Property and other matters contained herein, and this Bill of Sale contains the sole and entire understanding and agreement between Seller and Buyer with respect thereto.

4. Each of Seller and Buyer agrees to use reasonable commercial efforts to execute and deliver such additional documents and to do such other acts as may be reasonably necessary or advisable to more fully implement or evidence the transactions contemplated by this Bill of Sale.

5. If any provision of this Bill of Sale is unlawful or unenforceable under applicable law, the other provisions and the unlawful or unenforceable provision shall remain in effect to the extent permitted under applicable law. This Bill of Sale shall be binding upon Seller and Buyer and their respective successors and assigns. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the state of Delaware, regardless of conflict of law principles. The use of the word “or” herein is not exclusive.

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**Bill Of Sale between
Crown and the Town of Wilton**
(dated effective as of _____, 20__)

IN WITNESS WHEREOF, this Bill of Sale has been executed by the parties hereto as of the date first set forth above.

Seller:

Crown Atlantic Company LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Buyer:

Town of Wilton, Connecticut,
a political subdivision of the State of Connecticut

By: _____
Name: _____
Title: _____

EXHIBIT A TO BILL OF SALE

(dated effective as of _____, 20__)

Transferred Property and Site(s)

The Property consists of the following items located at the following Site(s), which Site(s) is(are) owned, leased, licensed or managed by a certain affiliate (or certain affiliates) of Seller:

That certain equipment building measuring approximately 7'4" x 11'3" located at the Site known as BRG 124 943066, Site Address 128 Mather Street, Wilton, CT 06897, Crown BU 806353