

**PURCHASE AND SALE AGREEMENT**  
**RADIO STATION KNWJ(FM)**

cf  
This agreement, made and entered into this the 27<sup>th</sup> day of February, 2019, by and between SHOWERS OF BLESSINGS, a partnership comprised by Gerhard Sword and Lori Sword, hereinafter referred to as "SELLER", and ~~SOUTH SEAS BROADCASTING, INC., an American Samoa corporation,~~ CONTEMPORARY COMMUNICATIONS LLC, hereinafter referred to as "BUYER".  
a NEVADA Limited Liability Company

1) Subject to approval of the Federal Communications Commission ("FCC"), Seller agrees to sell and Buyer agrees to buy all physical assets shown on the inventory attached, contracts listed below, and the call letters, good will and rights which Seller has in the frequency and license of Radio Station KNWJ(FM) Leone, American Samoa ("Station"), on the terms and conditions described herein. In consideration thereof, Buyer agrees to pay Seller or Seller's designee the total consideration of Seventy-Thousand Dollars (\$70,000.00), payable as follows: a deposit of Five-Thousand Dollars (\$5000.00) upon signing of this agreement and a note to be executed at closing for Sixty Five-Thousand Dollars (\$65,000.00).

2) SELLER WARRANTS: a) that it holds a valid authorization from the FCC to operate the Station and there are no outstanding unsatisfied FCC citations or cease and desist orders against Station and any such subsequently issued shall be satisfied prior to closing; b) that prior to closing it will maintain Station's physical assets in their present condition, wear and tear in ordinary usage excepted, and any physical asset which becomes defective is to be repaired or replaced by Seller at its own expense; c) that it has good and marketable title to all physical assets shown on the inventory attached; d) that all leases and contracts shown below are in full force and effect; e) that it will deliver Station at closing free and clear of all debts, liens, and other encumbrances, except as specified above.

3) LICENSE TRANSFER: Both parties agree to make application to the FCC within 30 days of this agreement and to cooperate fully in diligently seeking the FCC's consent to

assignment of Station's license from Seller to Buyer. The FCC Filing Fee will be paid by the Buyer.

4) STATION OPERATION: Seller and Buyer shall enter into a Local Marketing Agreement (LMA), under which Buyer will provide programming to the station and sell advertising time on the station.

5) STATION'S CONTRACTS AND LEASES to be delivered at closing and assigned by Seller and assumed by Buyer are: None

6) PROFESSIONAL FEES: Each party is responsible for employment of and payment to its own legal counsel, if any.

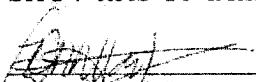
7) CLOSING shall take place at the principal office of the Station on the first or fifteenth day of the month, whichever is earliest, following FCC approval of assignment of license of Station. Should this date fall on a Sunday or legal holiday, the following day shall be the date of closing.

8) On transfer, the Buyer will have complete control over the physical property of Station and its use and unlimited supervision over the programs to be broadcast.

9) This instrument covers the entire agreement between the two parties.

**Agreed to by Seller:**

SHOWERS OF BLESSINGS

  
\_\_\_\_\_  
Authorized Signature

V.P.  
\_\_\_\_\_  
Title

2/20/2019  
\_\_\_\_\_  
Date

**Agreed to by Buyer:**

CONTEMPORARY COMMUNICATIONS LLC

Cathy On

Authorized Signature

PRESIDENT

Title

2/11/15

Date

## ASSET LIST

SWR FMEC/2 FM antenna

100 feet Andrew LCF12-50J ½-inch foam coax with connectors

QUNIA 3 Audio Processor

           ~~EAS Unit~~ *LF*

RUR ~~STL Transmitter/Receiver~~ *LF*

CROWN 300 Transmitter