ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 19 day of November, 2015 by and between **SISTER GRACE, INC.** ("Seller"), and **DAVID R. MAGNUM** ("Buyer").

WHEREAS, Seller currently holds a construction permit ("Permit") issued by the Federal Communications Commission ("FCC" or "Commission") for an FM Translator Station, K287BI, Dumas, Arkansas (FAC# 151624) ("Station");

WHERAS, Buyer would like to obtain from the Seller its rights and interest in the Permit and the Seller is willing to assign its rights and interest in the Permit to the Seller on the terms set forth in this Agreement; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transactions contemplated herein is required.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the rights to the Permit for a new Station as indicated on the attached Attachment A, as follows:

(a) Purchase Price. The Purchase Price for the Permit shall be as indicated on Attachment A. The Deposit as indicated on Attachment A, shall be paid to Seller upon the joint execution of this Agreement. Said Deposit shall be credited toward the overall Purchase Price of the Station at Closing. The remaining balance of the Purchase Price will be delivered to Putbrese Hunsaker & Trent, P.C., as "Escrow Agent" three (3) business days prior to closing date (closing date defined below) to be held in Escrow ("Escrow") until directed. Said Escrow shall be held in Escrow Agent's attorney trust account. The Purchase Price shall be payable in immediately available funds in the form of check or wire transfer (whichever the parties direct to the Escrow Agent).

(b) FCC Approval. Counsel for the parties will prepare and file the necessary FCC Form 345 permit assignment application and exhibits to seek FCC approval for the assignment of the Permit (the "FCC Consent") within five (5) business days of the execution of this Agreement. The parties will fully cooperate in the preparation and filing of the application by providing all information needed by counsel immediately after the execution date hereof.

2. Closing. Closing shall occur as follows:

(a) The consummation of the sale and purchase of the Permit provided for in this Agreement (the "Closing") shall take place on or before the fifth (5th) business day after the FCC Consent has become Final, or on such other day after the FCC Consent as Seller and Buyer may mutually agree, in any event subject to the satisfaction or waiver of the conditions set forth below. The date on which the Closing is to occur is referred to herein as the "Closing Date." For purposes of this Agreement, the term "Final" 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.

(b) At Closing, (i) Seller shall deliver or cause to be delivered to Buyer an assignment of FCC authorizations assigning the Permit from Sister Grace, Inc. to David R. Magnum; (ii) the parties shall deliver to the Escrow Agent joint instructions for the release of the remaining Purchase Price funds held in Escrow and (iii) Buyer, thru the Escrow Agent, shall pay the remaining Purchase Price to Seller as set forth herein. Seller shall assign the Permit free and clear of all debts, liens, claims and encumbrances.

3. Exclusivity and Confidentiality. The Parties agree that from the date hereof neither Party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Permit. Further, the Parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

4. FCC Qualifications. Seller and Buyer represent, warrant and covenant that they are qualified to be a Commission Permittee and to hold the FCC authorizations which is the subject of this Agreement and that the station that the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver request or other extraordinary request for FCC approval. Each Party represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Permit assignment application.

5. Attorney Fees, Transfer Fees, Taxes and Broker Fees. The Parties agree that Buyer shall be responsible for any FCC filing fees. The Parties agree and understand that there are no brokers involved with this transaction.

6. Upset Date. If the assignment application contemplated herein has not been approved by the FCC eighteen (18) months from the date written above, then either Party may, so long as it is not in material default, terminate this Agreement, in which case the Deposit shall be returned to the Buyer. The Parties may, however, agree to an extension upon further written notice signed by both Parties.

7. Construction Permit Cooperation. As part of this transaction, Seller agrees to cooperate with Buyer in the event Buyer wishes to file and prosecute an FCC Form 349 Construction Application to locate the Permit to a location designated by Buyer. At Buyer's request, this filing will be accomplished through the filing of a modification application in Buyer's name with Seller's consent. All costs associated with such a filing shall be borne by Buyer.

8. Pre-Closing Agreements. Between the date hereof and the Closing Date, Seller agrees to notify Buyer of any litigation or administrative proceeding pending or, to its knowledge, threatened against Seller which is likely to delay or otherwise interfere with Closing, and Seller will not create, assume or permit to exist any mortgage, pledge, lien or other charge or encumbrance or rights affecting any of the Permit; sell, assign, lease or otherwise transfer or dispose of the Permit; or take any other action inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated hereunder; or, either itself or through any of its officers, directors, shareholders, employees, agents or any other person or entity acting on Seller's behalf, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person or entity other than Buyer or its assignee(s) concerning the direct or indirect acquisition of the Permit.

9. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

10. Conflict Waiver. The Parties have requested John C. Trent, Esq. to prepare and file all of the necessary documents with the FCC to transfer the Station to Buyer. The Parties recognize that by doing that he will be working for each side. Notwithstanding that fact, the Parties agree that it is in their best interest to have Mr. Trent do this work and as such the Parties do hereby agree and waive any conflict of interest claim associated with Mr. Trent's work in this matter.

THE NEXT PAGE IS THE SIGNATURE PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

Sister Grace, Inc.
P.O. Box 322
Escanaba, MI 49829

By: _____
Christopher J. Londo, President

David R. Magnum
N 6837 Bobbi Rd.
Pardeeville, WI 53954

By: _____
David R. Magnum, Individual

ATTACHMENT A

Permit

Location, Facility ID Number	Total	Deposit	At Closing	Permit Status
K287BI, Dumas, AR (FAC: 151624)	$3000	$765	$2235	Permit Granted Expires 04/25/2016
No Equipment				