ASSIGNMENT AND PURCHASE AGREEMENT

THIS ASSIGNMENT AND PURCHASE AGREEMENT (this "Agreement") is made as of November 30, 2015, between Radio Works, LLC ("Buyer"), and Refuge Media Group, a Minnesota nonprofit corporation ("Seller").

WHEREAS, Seller holds the license for FM translator K262AR, Worthington, Minnesota (Facility ID Number 144983) (the "Translator"), issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Translator's above-referenced license with any other authorizations the FCC issues subsequently with respect to the Translator (collectively, the "Authorizations"), along with associated assets, and Buyer desires to assume such Authorizations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Translator Assets.

(a) Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase, assume and accept from Seller, all of the right, title, and interest of Seller in and to (i) the Authorizations, (ii) all of Seller's engineering reports and studies regarding the Translator and (iii) the transmitter, antenna and other equipment currently used in the operation of the Translator as listed in Exhibit A hereto and (iv) such other assets are indentified in Exhibit A hereto (collectively, the "Translator Assets").

(b) The Assets will be transferred to Buyer free and clear of all debts, liens, security interests, mortgages, trusts, pledges, charges, claims, restrictions or other liabilities or encumbrances whatsoever, other than taxes not yet due and payable and encumbrances or liens that Buyer expressly agrees in writing to accept.

2. Lease. At Closing (as hereinafter defined), at Buyer's option, Seller may assign and Buyer may assume that certain Tower Space Lease Agreement between Seller as Lessee and (the "Site Lease"), provided Lessor or its assignee consents to such assignment.

3. Purchase Price. The purchase price to be paid for the Translator Assets will be Thirty-five Thousand Dollars ($35,000.00) (the "Purchase Price"), which shall be payable at Closing less Three Thousand Dollars ($3,000.00) held as escrow by Phoenix Media Group, LLC as its fee, via wire transfer to such account as Seller may direct in written instructions provided prior to Closing.

4. Assumption of Obligations. But for the possible lease assignment referenced in paragraph 2 above, Buyer shall assume no obligations or liabilities of Seller. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume (1) any claims or pending litigation or proceedings relating to any action with respect to the Translator Assets prior to the Closing Date, (2) any obligations or liabilities arising under capitalized leases or other financing agreements, or (3) any obligations or liabilities caused by, arising out of, or resulting from any action or omission of Seller prior to the Closing Date that are not approved by Buyer, and all such obligations and liabilities shall remain and be the obligations and liabilities solely of Seller.

5. Prorations and Adjustments. All prepaid and deferred expenses arising with respect to the Translator shall be prorated as of 11:59 p.m. on the Closing Date. The prorations and adjustments contemplated by this Section 5 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

6. Closing. Subject to satisfaction or waiver of the conditions set forth herein, consummation of the assignment and sale of the Translator Assets and any assignment of the Site Lease pursuant to this Agreement (the "Closing") shall occur on the date (the "Closing Date") five (5) business days after the grant of FCC Consent (as defined in Section 7 below) becomes a Final Order (as defined in Section 7 below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur after the grant of FCC Consent upon five (5) business days notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

7. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the Authorizations to Buyer, and, unless waived by Buyer, the FCC Consent having become a Final Order. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

8. FCC Applications. Within five (5) business days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Applications") requesting the FCC Consent. Seller and Buyer will also cooperate in the filing of an application to modify the FCC license so as to allow relocation of the Translator to the KWOA tower. Seller and Buyer shall diligently prosecute the FCC Applications and otherwise use their best efforts to obtain the FCC Consent as soon as practicable.

9. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Iowa . Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary corporate action of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) 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 except as noted in Section 10 (c) .

(d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Translator under the Communications Act of 1934, as amended, and the rules and policies of the FCC.

(e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against, Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

10. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller is duly organized and as of Closing will be validly existing and in good standing under the laws of the State of Minnesota. Seller has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary company action of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) 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 Seller; notwithstanding the foregoing, Seller and Buyer agree that Buyer shall pay a $3,000 consulting fee to Phoenix Media Group, LLC, at and conditional upon Closing.

(d) Seller is legally qualified to be the licensee of and to assign the Translator under the Communications Act of 1934, as amended, and the rules and policies of the FCC.

(e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Seller's knowledge, threatened against, Seller relating to or affecting this Agreement or the transactions contemplated hereby.

(f) The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the Translator other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Translator. The Translator is currently in operation in material compliance with the Communications Act of 1934, as amended, and the rules and policies of the FCC. At no time since Seller commenced operation of the Translator has it been off the air for more than twelve months.

(g) At Closing, Seller will own and have good and marketable title to the Translator Assets, free and clear of all debts, liens, security interests, mortgages, trusts, pledges, charges, claims, restrictions or other liabilities or encumbrances whatsoever. All Translator Assets are in compliance in all material respects with the Licenses and the rules and regulations of the FCC, and with all other applicable statutes, ordinances, rules and regulations of any governmental authority.

(h) The Translator Assets are free from defects, are in good operating condition and repair, subject to normal wear and tear, have been maintained in accordance with industry practice, and are suitable for the purposes for which presently used.

(i) All Translator Assets have been free of PCB's, methylene chloride, trichloroethylene, 1,2-transdichloroethylene, dioxins, dibenzofurans, and Extremely Hazardous Substances (as defined in Section 302 of the Emergency Planning and Community Right to Know Act of 1986) (collectively, "Hazardous Materials"). If, through the Closing Date, any Hazardous Material is found on or in the Translator Assets, Seller, at its own cost and expense, shall immediately take such action as is necessary to prevent the spread of and remove or clean up, or otherwise remedy the existence or spread of, such Hazardous Material to the extent required by applicable laws.

(j) The Site Lease constitutes valid and binding obligations, to the best of Seller's knowledge, of all other parties thereto, enforceable in accordance with their terms (except as limited by laws affecting creditors' rights or equitable principles generally), and are in full force and effect as of the date hereof. Seller will not at Closing be in default under the Site Lease and, to the best of Seller's knowledge, the other parties to such agreements are not and will not at Closing be in default thereunder. Seller has not received or given written notice of any default thereunder from or to any of the other parties thereto, and no event has occurred, and no condition exists which, with the passage of time or giving of notice, or both, would give rise to such a default by Seller, or, to the best of Seller's knowledge, any other party, that has not been cured.

11. Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Translator as set forth in Section 9 above;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction; and

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

12. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Translator Assets;

(b) not negotiate with any third party relating the potential assignment or sale of any of the Translator Assets;

(c) continue to on-air operation of the Translator through Closing; and

(d) In the event that for any reason it becomes necessary to modify the facilities of the Translator, including, but not limited to relocation of the Translator's transmitter site, Seller will cooperate with the Buyer in the preparation, filing and diligent prosecution by Seller of one or more commercially reasonable applications to make such modifications; provided, however, the parties acknowledge the ultimate decision whether to file and prosecute any such application remains within the discretion of Seller; and further provided that all costs incurred by Seller in the preparation, filing and

prosecution of such applications shall be reimbursed by Buyer within ten (10) business days after Seller provides reasonable documentation of such expenses.

13. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

14. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

(c) Buyer shall have made the deliveries reasonably required by this Agreement.

15. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained, shall be in full force and effect and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

(c) Seller shall have made each of the deliveries contemplated by Section 16 hereof or otherwise reasonably required by this Agreement.

(d) Seller shall have obtained and delivered Lessor's consent to the Site Lease assignment, in form and content which is satisfactory to Buyer and under which Lessor and Lessee may be requested to certify that (i) the Site Lease is in full force and effect; (ii) neither Seller nor Lessor is in default under any of its obligations under the Site Lease; (iii) the assignment of the Site Lease and sale of the Translator Assets to Buyer does not create or result in a default thereunder or a change in its terms; and (iv) if applicable, the outstanding amount due thereunder, the amount of any periodic payments, the date of the last payment, and the period to which the last payment was applied.

(e) Buyer, at its option and expense, may obtain Uniform Commercial Code financing statement searches not later than five (5) days prior to the Closing Date, showing no security interests, pledges, liens, claims or encumbrances in or affecting any part of the Translator Assets. As a condition to Closing, at its expense and pursuant to its representations, Seller shall be required to remove all interests, pledges, liens, claims and encumbrances, and deliver clear title.

16. Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer: such bills of sale, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Translator Assets to Buyer, free and clear of liens. Buyer shall deliver the Purchase Price to Seller.

17. Survival. The covenants, agreements, representations and warranties in this Agreement shall survive the Closing for 24 months; the indemnification obligations of Seller and Buyer under Section 18 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for one (1) year; (ii) those Claims made under Section 18 that relate to Buyer's Damages or Seller's Damages (as defined below), as applicable, for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

18. Indemnification. From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from: (a) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (b) the operation of the Translator before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (y) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; and (z) the operation of the Translator after the Closing. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

19. 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 thirty (30) days thereafter.

20. Damages upon Termination. The 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. If this Agreement is terminated pursuant to Section 18(c) due to the default of Seller, Buyer may, in addition to all other remedies available, bring an action for specific performance, Seller hereby acknowledging that the Translator Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

21. Expenses. All costs of transferring the Assets in accordance with this Agreement, including recordation, transfer and documentary taxes and fees, and any excise, sales or use taxes, shall be borne by Buyer. Any filing or grant fees imposed by any governmental authority (including, but not limited to the FCC), the consent of which is required to the transactions contemplated hereby, shall be borne by Buyer. Buyer's counsel, solely on behalf of Buyer and at Buyer's expense, has prepared the initial form of this Agreement, and will prepare the FCC Application. In the event Seller engages its own counsel or advisors for any purpose in connection with the negotiation and performance of this Agreement or the FCC Application, Seller shall be solely responsible for all resulting costs and expenses incurred by it.

22. Assignment. Neither party may assign any of its rights or obligations under this Agreement, without the expressed prior written consent of the non-assigning party.

23. Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

24. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

25. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Minnesota applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

26. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service (including the United States Post Office Express Mail service) if sent for next morning delivery to the address specified below (or to such other address as any party may request by written notice):

If to Seller:

Refuge Media Group
4604 Airpark Blvd.
Duluth, MN 55811
ATTN: Dan Hatfield, CEO

If to Buyer:

Radio Works, LLC
28779 County Highway 35
Worthington, Minnesota 56187
ATTN: Chad Cummings, GM

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

28. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

29. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

30. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

31. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

32. Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

SELLER: **REFUGE MEDIA GROUP**

By: _____

Its CEO

BUYER: **RADIO WORKS, LLC**

By: _____

Chad Cummings

Its ___VP/GM_____

RMG WORTHINGTON INVENTORY

As of November 17, 2015

Transmitter: Nicom 1kW Solid State Transmitter

Line: Approximately 200' of 7/8" Andrew heliax

Antenna: Andrew 707 Single Bay

Miscellaneous: connectors, power strip, wooden rack