

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of September 2009 by and between **Crossfire, Inc.**, a Wisconsin not-for-profit corporation ("Buyer") and **Radio Assist Ministry, Inc.**, an Idaho not-for-profit corporation ("RAM").

Recitals

WHEREAS RAM has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the application for a new FM translator station as indicated on the attached addendum "A", which application has been granted a License by the FCC:

WHEREAS, Buyer would like to obtain the RAM License; and

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required.

Agreement

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, RAM agrees to assign and Buyer agrees to purchase the License for the new FM Translator station as indicated on the attached addendum "A", as follows:
 - (a) Purchase Price. The Purchase Price for the License shall be as indicated on the attached addendum "A" payable in immediately available funds.
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to RAM a non-refundable deposit in the amount as indicated on the attached addendum "A".
 - (c) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
 - (d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within five (5) days after approval of the Assignment Application, whereupon RAM will provide to Buyer an instrument of conveyance suitable to Buyer for the License.

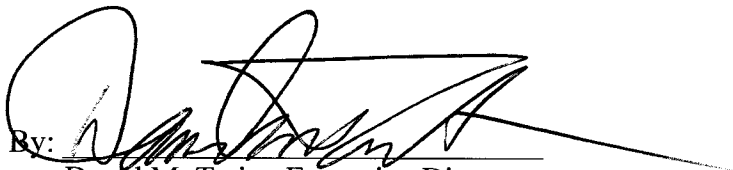
2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the License. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
3. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
4. Corporate Organization and Authority. Seller and Buyer are now, and on the Closing Date will be, corporations duly organized, validly existing, and permitted to carry on the business of the Station as presently conducted under the laws of their respective jurisdictions, and in the jurisdiction where the Station is located. Seller and Buyer have the requisite power and authority to own and operate the Station and to execute, deliver and perform the transactions and the other documents contemplated in this Agreement. The execution, delivery and performance of this Agreement and the documents to be executed pursuant hereto have been duly authorized and approved by all necessary corporate action of Seller and buyer and do not require any further authorization or consent. The Agreement and the documents to be executed pursuant hereto are legal, valid and binding agreements of Seller and Buyer in accordance with their respective terms
5. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, FCC and engineering fees associated with the purchase of the License.
6. Alternative Facilities. Should the Commission fail to grant the assignment of the License specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due buyer within thirty (30) days of such final denial by the FCC.
7. Seller's Remedies. The parties hereto understand and agree that the damages to Seller as a result of Buyer's failure to consummate this Agreement would be difficult to ascertain with any degree of precision. Accordingly, in the event this Agreement is not consummated by reason of a default on the part of Buyer in material breach of Buyer's covenants, warranties and representations, or other obligations under this Agreement, Seller shall retain the Deposit as liquidated damages.
8. Buyer's Remedies. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that

reason, in the event Seller fails to consummate this Agreement, and such failure is by reason of a default of Seller in material breach of Seller's obligations under this Agreement, the rights of Buyer under this Agreement, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent.


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 is to be construed and enforced under the laws of Wisconsin. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wisconsin. 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 corporations to perform all of the terms hereof.

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.

Crossfire, Inc.,
PO Box 1944
La Crosse, Wisconsin 54602

By: 
David M. Twite, Executive Director

Radio Assist Ministry Inc.
P. O. Box 5459
Twin Falls, Idaho 83303

By: 
Clark Parrish, President

ADDENDUM A

License

Location, Facility ID Number	Total	Deposit	At Closing	License Status
La Crosse, Wisconsin (FIN: 155068)	\$35,000	\$5,000	\$30,000	Granted
Buyer agrees to return equipment				