

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 17 day of April 2015 by and between **Flint Media, Inc.**, a corporation in the state of Georgia ("Buyer") and **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EB").

Recitals

WHEREAS EB holds the license for the FM Translator W257BS which application has been granted a License by the FCC:

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

WHEREAS, Prior FCC approval 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, EB agrees to assign and Buyer agrees to purchase the License for the FM Translator station as indicated as follows:

(A) Purchase Price. The Purchase Price for the License shall be \$1 (One Dollar).

(B) Application. Within five (5) days after the execution of this Agreement EB shall file an application for assignment with the FCC (Assignment Application).

(C) Closing. Buyer will pay the Purchase Price within ten (10) business days after approval of the Assignment Application by the FCC, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for the License.

(D) Cost of Assignment: EB agrees to pay the cost of assignment.

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. Transfer Fees and Taxes. Buyer shall solely be responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments and FCC fees associated with the purchase of the License. All engineering expenses are the responsibility of the Buyer.

5. Alternative Facilities. Should the Commission fail to grant the License or modification application specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto or EB agrees to rent the license to Buyer for \$1 (One Dollar) until transfer is granted.

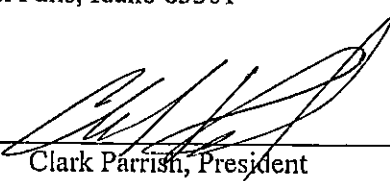
6. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Georgia. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Georgia. 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.

Flint Media, Inc.
521 S. Scott Street
Bainbridge, GA 39819

By:  Pres.
Kevin L. Dowdy, President

Edgewater Broadcasting, Inc.
160 Gooding Street West
Twin Falls, Idaho 83301

By: 
Clark Parrish, President