

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "Agreement") is made as of February __, 2016 by and between Synergy Broadcast North Dakota, LLC ("Licensee"), and Dickinson-Belfield Broadcasting Corporation ("DBBC").

WHEREAS, Licensee owns and is authorized to operate radio station KQLZ(FM), New England, North Dakota, FCC Facility Identification Number 164305 (the "Station"), and desires to utilize facilities of DBBC for the temporary operation of the Station, and DBBC has agreed to provide and lease certain facilities to Licensee for the desired operations;

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:


1. Equipment Rented and Rental Rate. DBBC has available the equipment necessary for the operations desired by Licensee (the "Equipment") installed at a location acceptable to Licensee for the operations of the station (the Equipment as installed at its current location shall be referred to herein as the "facilities"). DBBC will also make available studio space at the main studio used for its radio stations that operate in the same area as the station, from which Licensee can originate programming if necessary and from which its employees can operate. Commencing on the date of the approval by the FCC of operations from the facilities of DBBC, DBBC hereby agrees to rent to Licensee the use of all of those facilities for \$300 per month, payable quarterly in arrears within ten (10) days after receipt of invoice from DBBC.
2. Term. The term shall be for one (1) year from the date hereof; provided, however, that this Agreement shall terminate as of the closing of the transaction contemplated by the Asset Purchase Agreement between Licensee and DBBC by which DBBC is to acquire the assets and FCC licenses of the Station (the "Purchase Agreement"), or upon any order of the FCC requiring that the Station cease operations. In the event the Purchase Agreement is terminated without a closing for any reason other than a breach by Licensee of its obligations thereunder, this Agreement shall remain in effect for the term, but may be terminated with no liability by either party upon one (1) month written notice to the other party. If the Purchase Agreement is terminated by a breach by Licensee of its obligations under the Purchase Agreement, this Agreement shall terminate on the date of the termination of the Purchase Agreement.
3. Maintenance and Repair of Equipment. Should Licensee determine that the equipment that it is renting from DBBC is not operational or operating in compliance with engineering standards for the broadcast industry, it may notify DBBC which shall have the option of deciding whether or not it will repair such equipment. If DBBC decides that it will not repair the equipment, then Licensee may do so on its own, or Licensee may terminate this agreement immediately and neither party will have any further obligation under this Agreement to the other.

4. Ownership; Disclaimer of Representations and Warranties. The parties hereto expressly agree that throughout the term of this Agreement, ownership of the Equipment and all right, title and interest therein shall remain vested solely in DBBC. DBBC makes no representations or warranties whatsoever with respect to any item of the Equipment, or its suitability for the purposes intended hereunder, and Licensee agrees that it is renting and using such Equipment at its own risk.
5. Option; Sale or Transfer of Equipment. Upon termination of this Agreement, Licensee shall have the option to purchase the Equipment at a purchase price equal to the aggregate amount expended by DBBC for the Equipment purchase, including freight, and taxes, plus an additional 50%. Such option shall be exercised by written notice to DBBC within thirty (30) days after termination of this Agreement. Sale of the Equipment by DBBC to Licensee shall be made by bill of sale, along with payment of the purchase price in cash to DBBC. If this Agreement is terminated and such notice of exercise has been not been given to DBBC within such thirty (30) day period, Licensee and DBBC may negotiate a further rental agreement, or, at its sole discretion, if no further rental agreement is entered into by the parties, DBBC may thereafter remove the Equipment. Should DBBC decide to remove, sell or transfer the Equipment or any component thereof or if Seller requests such action, in each case as permitted hereunder, this Agreement shall immediately terminate upon such removal, sale or transfer, and DBBC shall have no liability to Licensee with respect to removal of the Equipment. In connection with any sale of the equipment from DBBC to Licensee, DBBC makes no representation as to whether the rights to use the equipment in the location at which it is currently installed will be available to Licensee. In the event that Licensee wishes to continue the use of the equipment at the current location after the termination of this Agreement, Licensee will be required to make its own arrangement with the landlord of the site at which the equipment is located. Licensee will have no continuing rights to use DBBC's studio upon the termination of this Agreement.
6. Force Majeure. Neither party shall be liable to the other party for any event or occurrence that is caused by an event of force majeure as that term is understood in the broadcast industry, or that is otherwise beyond the reasonable control of a party. Failure by a party to timely perform any duty hereunder caused by an event of force majeure shall not be a breach of this Agreement.
7. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of North Dakota, except with regard to its choice of law rules. Venue and jurisdiction with respect to any lawsuit or court action arising under this Agreement shall be in the state courts of North Dakota.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SYNERGY BROADCAST NORTH DAKOTA, LLC


By: Sally Mohr
Its: President

DICKINSON-BELFIELD BROADCASTING CORPORATION

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SYNERGY BROADCAST NORTH DAKOTA, LLC

By: _____
Its: _____

**DICKINSON-BELFIELD BROADCASTING
CORPORATION**

By: STEPHEN A. MARKS
Its: PRES. / C.E.O.

Schedule A

Improvements and Equipment

See attached.