

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of February \_\_\_, 2016 between DICKINSON-BELFIELD BROADCASTING CORPORATION ("Programmer") and SYNERGY BROADCAST NORTH DAKOTA, LLC ("Licensee"). Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement (defined below).

### Recitals

A. Licensee owns and operates radio station KQLZ(FM), New England, North Dakota, FCC Facility Identification Number 164305 (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station, on the terms set forth in this Agreement.

C. Licensee (as Seller) and Programmer (as Buyer) are simultaneously entering into an Asset Purchase Agreement (the "Purchase Agreement") with respect to the Station.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin at 12:01 a.m. on the date immediately following the recommencement of operations of KQLZ pursuant to FCC authorizations (the "LMA Commencement Date") and the Term will continue until the earlier of a Closing under the Purchase Agreement or the termination of the Purchase Agreement.

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming (the "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will convey its Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Programmer shall also be responsible for the Station's website, streaming and multi-cast programming (if any).

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below.

4. Advertising.

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising from that advertising, and Programmer shall be entitled to all revenues of the Station from any website maintained by Programmer in connection with the Programs, and from any other revenue ancillary to such Programs. Upon termination of this agreement, all receivables shall be the property of Programmer.

(b) Programmer shall not discriminate during the Term in advertising arrangements on the Station on the basis of race or ethnicity. Programmer further covenants that during the Term all of the advertising sales agreements with respect to the Station will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Programmer, (2) employ a second employee for the Station, who will report and be accountable to the manager, (3) retain control over the policies, programming and operations of the Station, and (4) maintain a main studio facility for the Station in accordance with FCC rules.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall use commercially reasonable efforts to broadcast substitute programming of equal or greater value to Programmer. If Licensee preempts any Program for reasons other than to broadcast emergency programming and does not substitute programming of equal or greater value to Programmer, the Monthly LMA

Fee shall be reduced by the amount of advertising revenue lost by Programmer, so long as any lost advertising revenue is objectively shown by Programmer to be directly related to the programming change(s) made by Licensee.

(c) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed and logged in accordance with Licensee's instructions.

7. Music Licenses. During the Term, Programmer will obtain and maintain music licenses with respect to the Programs as appropriate and provide copies of same to Licensee upon request.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer or its licensors.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC for the Station. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee. Licensee will pay for its employees of the Station, including at least one managerial and one other employee who will have the main studio as their principal place of business, lease costs for transmitter facilities, maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. Maintenance. During the Term, Licensee shall use commercially reasonable efforts to maintain the operations of the Station and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice. The parties acknowledge that the Station may be operating at low power pursuant to an STA, and Licensee shall maintain that operation and FCC authority throughout the Term of this Agreement. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station and to schedule any such maintenance work at hours other than 5:00 A.M. to 12:00 Midnight (Monday to Sunday). If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station within fourteen (14) days from the occurrence of any such loss or damage. In the event Licensee is not able to restore full-time operation of the Station within said time period, either party may terminate this Agreement without further obligation to the other party hereunder.

12. Facilities. During the Term, Licensee shall provide Programmer access to and the use of designated space at Licensee's studios and offices for the Station, if necessary, for purposes of performing the Agreement. During the Term, Programmer shall provide Licensee with access to the facilities of Programmer as necessary for purposes of performing this Agreement.

13. Representations.

(a) Licensee represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the state of North Dakota, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensee that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or

constitute a default or ground for termination under any agreement to which it is a party or by which it is bound

14. Purchase Agreement. This Agreement shall terminate automatically upon Closing under the Purchase Agreement. This Agreement may be terminated by Programmer upon fourteen (14) days written notice to Licensee for any reason. If the Purchase Agreement terminates without a Closing, either party not then in breach of either this Agreement or the Purchase Agreement, may terminate this Agreement.

15. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

16. Effect of Termination of LMA. If this Agreement is terminated for any reason other than at Closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*.

17. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

19. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, 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. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC and place a copy of this Agreement in the Station's public inspection files.

20. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: Synergy Broadcast North Dakota, LLC  
5399 Wallace Lane  
Ludington, MI 49431

if to Programmer: Dickinson-Belfield Broadcasting Corporation  
210 South Douglas  
Glendive, MT 59330

22. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision 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 such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of North Dakota without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC adopted pursuant to those provisions of the Act. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

23. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: SYNERGY BROADCAST NORTH DAKOTA, LLC

By: [Signature]  
Name: Todd Mohr  
Title: President

PROGRAMMER: DICKINSON-BELFIELD BROADCASTING CORPORATION

By: \_\_\_\_\_  
Name: Stephen A. Marks  
Title: President



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

LICENSEE: SYNERGY BROADCAST NORTH DAKOTA, LLC

By: \_\_\_\_\_  
Name:  
Title:

PROGRAMMER: DICKINSON/BELFIELD BROADCASTING CORPORATION

By: \_\_\_\_\_  
Name: Stephen A. Marks  
Title: President

## SCHEDULE A TO LMA

During the Term, Programmer shall pay to Licensee an amount sufficient to reimburse Licensee for expenses that Licensee and Programmer jointly agree are necessary for the operation of the station including (i) all lease costs for rent associated with the Station's transmitter facilities; (ii) all costs associated with maintenance and repair of the Station's transmitter equipment, (iii) all costs for utilities supplied to the Station's transmitter site, and (iv) such other operating costs as the parties mutually agree are necessary to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law.