

## PROMISSORY NOTE

\$40,000.00

Date: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned **DICKINSON-BELFIELD BROADCASTING CORPORATION** ("Maker"), hereby promises to pay to the order of **SYNERGY BROADCAST OF NORTH DAKOTA, LLC** ("Holder") at such other address specified by Holder to Maker, in lawful money of the United States of America and in immediately available funds, the principal amount of FORTY THOUSAND DOLLARS (\$40,000.00).

This principal shall be repaid over a term of thirty (30) months and continuing until the principal has been fully repaid. Maker shall make 30 installments of principal in the amount of ONE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS and 33/100 (\$1,333.33) each month (the "Monthly Payments") commencing on the 30<sup>th</sup> day following the date of execution of this Note continuing on the same date of each succeeding month during the remainder of the term of the Note until paid in full. If any payment date shall be due on a day that is not a regular business day, then payment shall be due on the next regular business day thereafter. Maker may prepay all or any portion of the principal of this Note from time to time without penalty.

This Promissory Note shall not accrue interest so long as Maker duly and faithfully pays the Monthly Payments in full on or before the date upon which they are due.

If any of the following events or conditions (each, an "Event of Default") shall occur:

(a) Default by Maker in the payment of any installment of principal on this Note when the same becomes due and payable, which default continues uncured for a period of ten (10) business days after written notice of such default has been given by Holder to Maker;

(b) Maker shall make an assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; or

(c) There shall be filed against Maker any petition or application for relief under any bankruptcy or similar law which is not discharged or dismissed within sixty (60) days after the filing of such petition or application.

Then, and in any such event, Holder may at any time, by written notice to Maker, declare the entire amount of the all principal remaining unpaid on this Note due and payable, whereupon the same shall forthwith become due and payable. If an Event of Default occurs and Holder

accelerates the payment as provided herein, then this Promissory Note shall thereafter bear interest on the unpaid principal and accrued interest at the rate of 10% per annum until the Principal and interest is fully repaid. Interest shall be calculated on the basis of a year consisting of Three Hundred Sixty-Five (365) days for the actual number of days elapsed, including any time extended by reason of payments falling due on Saturdays, Sundays or legal holidays.

All notices and other communication provided for under this Note shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after facsimile transmission or delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified b like notice):

If to Holder, to:

Synergy Broadcast North Dakota, LLC  
5399 Wallace Lane  
Ludington, MI 49431

If to Maker, to:

Stephen Marks, President  
Dickinson-Belfield Broadcasting Corporation  
210 South Douglas  
Glendive, MT 59330

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note shall be governed by the laws of the State of North Dakota. Maker hereby waives presentment, demand for payment, notice of dishonor and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO PROMISSORY NOTE]**

**IN WITNESS WHEREOF**, the undersigned has executed this Note as of the date first above written.

Maker:

**DICKINSON-BELFIELD BROADCASTING  
CORPORATION**

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