



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 13, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into a contract with WBIN Media Co., Inc. (Vendor #248423), 126 Daniel Street, Suite 200, Portsmouth, NH 03801, in an amount not to exceed \$45,000.00 for the purpose of the creation, production, distribution, and promotion of radio announcements focusing on the importance of "sharing the road" and on upcoming motorcycle rider training courses. Funding is anticipated to be available through the "Motorcycle Rider Training Program Media Campaign" grant contingent upon the approval of the Fiscal Committee and the Governor and Council in June 2013. Effective upon Governor and Council approval through August 31, 2013. Funding source: 100% Agency Income.

Funding through a grant from New Hampshire Highway Safety is available in the following account for SFY2013 and is anticipated to be available for SFY2014 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233010-74490000 Dept. of Safety – Division of Motor Vehicles – Motorcycle Safety Grant		
103-502664	<b>FY2013</b>	<b>FY2014</b>
Contracts for Operational Services	\$8,000.00	\$37,000.00

### Explanation

The goal of this campaign is to provide quality motorcycle rider training, to promote motorcycle rider safety, and to reach as many people as possible throughout the state of New Hampshire. The State, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (RFP DOS 2013-02) to the State of NH website. The purpose of the RFP was to procure pricing, demographics, and an advertising package for the Motorcycle Rider Training Program Media Campaign. A total of four bids were received and scoring was based on the best overall advertising package offered for the price, along with demographics and total coverage area. The scoring was completed by a five-person team that included a member with radio advertising experience, the bureau supervisor who oversees the program, the program coordinator, an internal auditor, and one additional member who has past experience with media campaigns for the program. The scoring lead was WBIN Media Co., Inc., which had the highest score for its ability to offer the best overall advertising package with the capability to reach the greatest number of listeners in high populous areas during peak times. WBIN will be providing advertising coverage from just south of the White Mountains throughout the central corridor of NH to the Massachusetts border.

Respectfully Submitted,

*John J. Barthelmes*  
John J. Barthelmes  
Commissioner of Safety

**MRT Media Campaign Bid Scoring**

	Max 5 points	Max 5 points	Max 5 points	Max 5 points	Totals
	Demographics	Coverage Area	Value of Package	Offered	
NH Association of Broadcasters	5	4.2	2.3	11.5	
92.5 The River'	2.8	3.8	3	9.6	
Clear Channel	4.8	3	3	10.8	
WBIN Media Co., Inc.	5	4	4.8	13.8	

**Definitions of Scoring Criteria**

**Demographics:** Listener Age

**Coverage Area:** The ability to guarantee coverage to the most geographical area in NH

**Total Package Offered:** May include one or all of the following items at no charge: additional no charge ads, news/traffic sponsorships, email blasts, on air personalities to share class experience on air and in social media, motorcycle week sponsorships, interviews and blog posts.

**Scoring Committee:**

Jeffrey Oberdank	Supervisor of Licensing	Oversees MRT Program
Katie Daley	MRT Program Specialist II	Coordinator of MRT Program activities
Chria Ialuna	Supervisor of Registration	Radio media expertise
Susan Glover	Internal Auditor	Grant knowledge and rfp/purchasing
Mavis Robinson	Assistant Administrator	Prior MRT experience with media programs

**Chosen Bid**

- The greatest number of listeners in high populous areas during peak times
- Guaranteed prime air time starting upon G&C approval through August 31, 2013
  - A coverage area that spans from Nashua to the White Mountains and from Portsmouth to Peterborough
  - Listener demographics in the 25 - 64 age range
  - Facebook and email blasts to create awareness of motorcycle safety in New Hampshire
  - Sponsorship opportunities during Motorcycle Week
  - On air personalities to promote the program during live spots
  - One free ad per paid ad

Subject:

2013 MRT Media Campaign

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name WBIN Media Co., Inc		1.4 Contractor Address 126 Daniel Street, Suite 200, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-524-1323	1.6 Account Number 02-23-23-233010-7449-103	1.7 Completion Date 08/31/2013	1.8 Price Limitation not to exceed \$45,000
1.9 Contracting Officer for State Agency John T. Beardmore		1.10 State Agency Telephone Number 603-227-4025	
1.11 Contractor Signature <i>Mark Graham</i>		1.12 Name and Title of Contractor Signatory Mark Graham, VP/CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/9/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Debbie Adams</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Debbie Adams Notary			
1.14 State Agency Signature <i>John T. Beardmore</i>		1.15 Name and Title of State Agency Signatory John Beardmore, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Riggs</i> On: 5/28/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials MB  
Date 5/9/13

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials MB  
Date 5/9/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

MRT Radio Media Campaign

Scope of Services

WBIN Media Co., Inc (VC #248423), 126 Daniel Street, Suite 200, Portsmouth, NH 03801 shall provide the State of New Hampshire, Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program promotional radio advertising which shall include the following:

1. Mutually agreed upon radio schedule to run from approximately June 15, 2013 through August 30, 2013 subject to approval by the Governor and Executive Council approval.
2. Mutually agreed upon additional advertising opportunities available at no charge to the State of New Hampshire to include the following:  
WEMJ advertising at no additional charge, station Facebook and Email blasts, testimonials from air personalities that have experienced the rider program first hand along with Motorcycle Rider Safety Tips
3. All ad material and schedules must be approved by Jeffrey Oberdank or his designee. Telephone 603-227-4003, email [Jeffrey.oberdank@dos.nh.gov](mailto:Jeffrey.oberdank@dos.nh.gov)
4. Contact person for WBIN Media Co., Inc. is Richard Hopper 603-524-1323.

Exhibit B

MRT Radio Media Campaign

Payment Schedule

The payment schedule for transfer of funds from the State of New Hampshire, Department of Safety to WBIN Media Co., Inc, 126 Daniel Street, Suite 200, Portsmouth, NH is contingent upon the following:

1. Approval of this agreement by the New Hampshire Governor and Executive Council.
2. Division of Motor Vehicles approval of services.
3. Submittal of monthly invoices within 21 days after the end of the month, including the following: detail of which ad was run, dates, times and stations it was aired on. Payments to be made within 30 days.
4. Advertising schedule to follow the rates listed below:
  - \*WXLF/ZLF \$35 per 60 second ad – 17% of total ads
  - \*WNNH \$25 per 60 second ad, WFNQ \$80 per 60 second ad, WJYY \$40 per 60 second ad with 34% of total ads split between WNNH, WFNQ and WJYY
  - \*WLNH \$35 per 60 second ad, WNHW \$35 per 60 second ad, WEMJ no additional charge with 49% of the ads split between WLNH, WNHW and WEMJ.
  - \*All stations will air one additional ad at no cost for each ad purchased. All paid ads must be aired between 6am-7pm and all free ads to be aired between 6am-12a.
5. Total agreement not to exceed \$45,000.

## Exhibit C

### MRT Radio Media Campaign

#### Special Provisions

- 14.1.1 Insurance and Bond. It is agreed that the \$2,000,000.00 per incident insurance requirement contained in Section 14.1.1 is waived and that both parties agree to accept the current insurance level of \$1,000,000.00 per incident.

Contractor must adhere to the following:

1. Reports and Meetings: In order for the Department of Safety to assess the advertising campaign in accordance with federal guidelines governing the use of "Section 402 Funds for Purchasing Advertising Space", the Contractor agrees to provide the DOS with quarterly reports and an annual report detailing activity, as well as any problems/issues that may occur.
2. Audit. Binnimedia agrees to provide the Department of Safety with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserved the right to have its Legislative Budget Assistant review any work papers.

3. Contract Credit. All publications, public information or publicity released in conjunction with this contract shall state that such is "funded by the New Hampshire Highway Safety Agency" or words to that effect.
4. Copyrights. The Department of Safety and The Highway Safety Agency, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights to copyright to which the Contractor purchases ownership with grant support.(US Department of Transportation Common Rule, March 11, 1988)
5. The Contractor shall not be liable for any costs incurred by the Department of Safety as a result of rejected copy or changes after approval by the Department of Safety.
6. If a dispute arises between the Contractor and the Department of Safety as to whether Advertising Services were provided, detailed documentation from the Contractor will be evidence that the Services were provided.
7. The Department of Safety and the Contractor represent that with respect to all copy and illustrations supplied by the Department of Safety or the Contractor or their respective employees to the Contractor for the preparation of the advertisement will:
  - a. Be true and correct in every aspect
  - b. Not be, nor contain anything that is defamatory of any person;
  - c. Not be, nor contain anything that is indecent or obscene;
  - d. Not breach, nor contain anything that breaches the copyright, trademark or other intellectual or commercial property rights of any person or which constitutes passing off of the DOS or its goods or services; and
  - e. Not contain nor constitute a statement that is misleading or deceptive or likely to be misleading.
8. Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**WBIN MEDIA CO., INC.**

**Unanimous Consent of Sole Director**

The undersigned, being the sole director of WBIN Media Co., Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Corporation"), does hereby consent that the following actions be taken without a meeting pursuant to New Hampshire RSA 293-A:8.21, such actions to be deemed taken effective as of the date below:

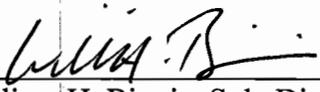
**RESOLVED:** That the Corporation enter into a contractual agreement ("Agreement") with the State of New Hampshire acting through its Department of Safety, Division of Motor Vehicles, Motorcycle Rider Training Program ("DOS" or the "State"), said Agreement relating to the provision by the Corporation of promotional radio advertising to the DOS on a mutually agreed radio schedule for a total amount not to exceed \$ 45,000.00; and further

**RESOLVED:** That the Corporation authorizes and directs Mark M. Graham, as its Vice President and Chief Financial Officer, to execute and deliver the Agreement and all related agreements, certificates, and other documents necessary and/or advisable to effectuate the Agreement; and further

WATZ  
5/9/13.

**RESOLVED:** That the Corporation hereby ratifies and confirms in all respects any and all actions heretofore or hereafter taken by such officer of the Corporation within the scope of the foregoing resolutions as the deeds and acts of the Corporation.

Signed to be effective as of the 9<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
William H. Binnie, Sole Director

K:\DBrown\Carlisle Capital Corp10164\0022 WBIN Media Co., Inc\Consent for DOS radio advertising

5/9/13

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WBIN Media Co., Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 3, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26<sup>th</sup> day of February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone : (207)363-7670 Fax : (207)363-1389	<b>CONTACT NAME:</b> Jonel Thames Leake <b>PHONE (A/C No. Ext):</b> (207)363-7670 <b>E-MAIL ADDRESS:</b> jleake@ellisinsuranceagency.com <b>FAX (A/C, No):</b>																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Vigilant Insurance Company</td> <td>20397</td> </tr> <tr> <td>INSURER B :</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Vigilant Insurance Company	20397	INSURER B :	Federal Insurance Company	20281	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																						
<b>INSURED</b> WBIN Inc 126 Daniel Street Suite 200 Portsmouth, NH 03801																						

COVERAGES See Attachment for Other CERTIFICATE NUMBER: 146

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35967203	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79881772	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Total products \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	71745373	5/17/2013	5/17/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE

**CERTIFICATE HOLDER**

Holder's Nature of Interest : Certificate Holder

Department of Safety

33 Hazen Drive  
Concord, NH 03305**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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