



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7026

Joseph W. Mollica
Chairman

Michael R. Milligan
Commissioner

June 20, 2013

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Liquor Commission to enter into a sole source contract with Wildcat Sports Properties, LLC 145 Main Street, Durham, New Hampshire 03824-3572 (Vendor # 169714) in the amount not to exceed \$60,000 for a sponsorship agreement effective from the date of Governor and Executive Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified:

#02-77-77-770512-1727 LIQUOR COMMISSION, ENFORCEMENT, UNDERAGE DRINKING INITIATIVE:

Class #	Class Description	FY 2014	FY 2015	FY 2016	Total
020-500244	Promotional	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00

EXPLANATION

The intent of this sole source agreement is to expand the reach of our public awareness programs and initiatives by participating as a sponsor of the University of New Hampshire for the 2013-16 seasons. Sponsorship will allow the Division to promote its public awareness campaign and other public service messages through in-stadium promotions and advertising at football, hockey and basketball games.

The program objectives will include increasing public awareness of laws prohibiting the selling, giving or providing of alcoholic beverages to minors by adults, parents and alcohol licensees. To promote the social and legal consequences of underage drinking and or driving in New Hampshire thru media coverage of the Division's participation in the University of New Hampshire Season and draw attention to the public awareness campaign.

The Liquor Commission has contracts with the University of New Hampshire Wildcats, Fisher Cats, and the Manchester Monarchs to bring the Buyers Beware message to those who attend the sporting events where alcohol is sold.

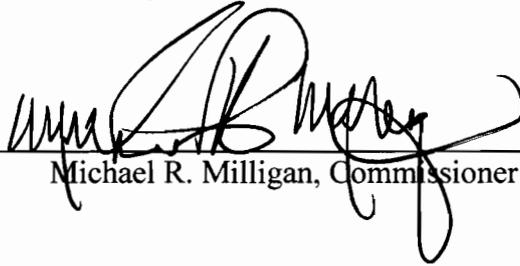
In the event that Federal Funds are no longer available, Liquor Funds will not be requested to support this program.

This agreement has been approved by the Attorney General's Office as to substance and form. Your favorable action on this request would be appreciated.

Respectfully Submitted
New Hampshire State Liquor Commission



Joseph W. Mollica, Chairman



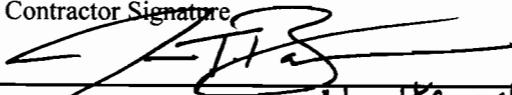
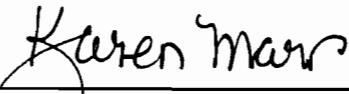
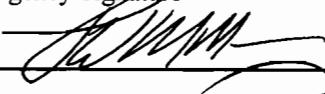
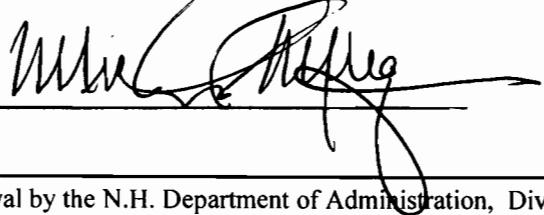
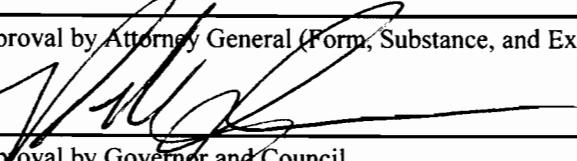
Michael R. Milligan, Commissioner

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name Wildcat Sports Properties, LLC		1.4 Contractor Address 145 Main Street Durham, NH 03824-3572	
1.5 Contractor Phone Number 603-862-4300	1.6 Account Number 02-77-77-771512-1727-020-500244 02-77-77-771512-1019-020-500244	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$60,000.00
1.9 Contracting Officer for State Agency Scott Dunn, Deputy Chief		1.10 State Agency Telephone Number 603-271-8529	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Justin Barnes, General Manager	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Stafford</u> On, <u>May 3, 2013</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) 		KAREN A. MARS, Notary Public My Commission Expires August 22, 2017	
1.13.2 Name and Title of Notary Public or Justice of the Peace Karen Mars, Notary Public			
1.14 State Agency Signature  		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By:  On: <u>6/10/13</u>			
1.18 Approval by Governor and 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 payment 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 supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State 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 persons, 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 JB
Date 5/3/13

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 Defaults; 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/PRESEVATION.

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 and 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 \$250,00 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.

Contractor Initials JB
Date 5/3/13

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 the 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 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 modified of the policy.

15. WORKER'S 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 herof 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 pther 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.

Contractor Initials JIS
Date 5/3/13

EXHIBIT A – PART ONE
REQUIREMENTS

1. SCOPE OF SERVICES:

The State of New Hampshire Liquor Commission (“NHLC”) proposes to enter into a marketing and sponsorship agreement with Wildcat Sports Properties, LLC (“Contractor”) to sponsor University of New Hampshire athletics.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES DESCRIBED HEREIN.

2. PROJECT DELIVERABLES:

The NHLC’s deliverables for the future engagements shall consist of the following per athletic year (July 1 to June 30):

2.1. Signage:

- a. One (1) Field Sign at Cowell Stadium (UNH Football)
- b. One (1) Dasherboard at the Whittemore Center Arena (UNH Hockey)
- c. One (1) Balcony Sign in Lundholm Gymnasium (UNH Basketball, Vollyball and Gymnastics)

2.2. Media

- a. Two (2) 30-second spots to air in all regular-season UNH Football, Men’s Hockey, Women’s Hockey, Men’s Basketball and Women’s Basketball broadcasts on the Wildcat Sports Radio Network.
- b. One (1) 10-second Live Announcer Read performed in all regular-season UNH Football, Men’s Hockey, Women’s Hockey, Men’s Basketball and Women’s Basketball broadcasts on the Wildcat Sports Radio Network.

2.3. In-Stadium Promotion:

- a. Opportunity to have the Gator Car and/or DUI MCU displayed at three (3) UNH Football, three (3) UNH Hockey and three (3) UNH Basketball games. Each appearance includes the opportunity to staff a promotional table to distribute collateral/giveaways.
- b. Opportunity to have “The Investigator” at three (3) UNH Football, three (3) UNH Hockey and three (3) UNH Basketball games.

2.4. Print

- a. Logo placement on all UNH Football Parking Passes
- b. Logo placement on all UNH Hockey Parking Passes

3. GENERAL SERVICES:

3.1. Caution to Contractors: The services called for by this solicitation are critical to the needs of the New Hampshire State Liquor Commission. All contractual requirements will be strictly enforced. The Contractor will be held fully responsible for proper performance of contract requirements. The Liquor Commission expects a high standard of professionalism in performance of this contract.

EXHIBIT A – PART ONE
REQUIREMENTS

- 3.2. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 3.3. The Contractor shall complete the entire work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein agreed upon.
- 3.4. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 3.5. The Contractor or their work staff shall not represent themselves as employees or agents of the State.
- 3.6. The Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its work staff.
- 3.7. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

4. PROBLEM RESOLUTION:

- 4.1. The Contractor must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.
- 4.2. The Liquor Commission designates the CFO, George Tsiopras, as Contract Administrator who will work with the Vendor to resolve problems that cannot be resolved by the end-users.
- 4.3. If at any time during this contract, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Contract Administrator will give written notice to the Vendor.

5. CONTRACT PERIOD & FUNDING

5.1. Contract Period:

The term of the contract shall be become effective upon Governor and Executive Council Approval through June 30, 2016. At or prior to the completion of the such term, if the vendor notifies the Liquor Commission by an instrument in writing and both parties here to agree, then this contract may be extended for up to two-years upon written approval of the Liquor Commission and Attorney General's Office.

The contract is contingent upon appropriate funding for each year. The vendor will be notified prior to each season regarding the availability of funds. In the event that funding becomes unavailable the contract will become null and void.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

BILLABLE CHARGES BREAKDOWN:

2013-2014 Season:	\$20,000.00
2014-2015 Season:	\$20,000.00
2015-2016 Season:	<u>\$20,000.00</u>
<u>TOTAL CONTRACT:</u>	\$60,000.00

**This is a fixed price contract and in no event shall the total payments exceed; \$60,000.00 for the contract period.

EXHIBIT C
SPECIAL PROVISIONS

Section 14.1.1 is deleted and replaced with the following: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence general liability and \$5,000,000 per occurrence excess liability;”

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Greg Brown, President of the
(Corporation Representative Name) (Corporation Representative Title)

Wildcat Sports Properties LLC do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
(Corporation Representative Title)

Wildcat Sports Properties LLC a Missouri corporation (the
"Corporation"); (Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

7 day of May, 2013, which meeting was duly held in accordance with

Missouri law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain sponsorship services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

 President Name

_____ Vice President Name

_____ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President
(Title)

of the Corporation and have affixed its corporate seal this 7 day of May, 2013.

President
(Title)

(Seal)

STATE OF Missouri

COUNTY OF Boone

On this the 9 day of May, 2013, before me, Jennifer Hollabaugh the undersigned officer,

personally appeared Greg Brown, who acknowledge her/himself to be the
President, of Wildcat Sports Properties LLC, a corporation, and that
she/he, as (Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the
(Title)

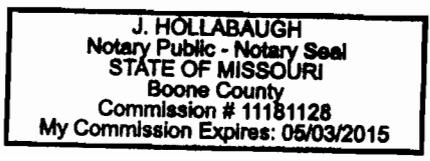
purposes therein contained, by signing the name of the corporation by her/himself as

Greg Brown

IN WITNESS WHEREOF I hereunto set my hand and official seal.

J. Hollabaugh
Notary Public/Justice of the Peace

My Commission expires: 5/3/15





State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.
REPORT DUE BY April 1, 2013
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/09/2013
Business ID: 590867
William M. Gardner
Secretary of State

WILDCAT SPORTS PROPERTIES, LLC
505 HOBBS ROAD
JEFFERSON CITY, MO 65109

ADDRESS OF PRINCIPAL OFFICE:

505 HOBBS ROAD
JEFFERSON CITY, MO 65109

REGISTERED AGENT AND OFFICE:

C T CORPORATION SYSTEM
9 CAPITOL STREET
CONCORD, NH 03301

ENTITY TYPE: LLC
BUSINESS ID: 590867
STATE OF DOMICILE: MISSOURI

Sports Marketing

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.
2 The new mailing address _____
 The new principal office address _____
PO Box is acceptable.

MANAGERS		MEMBERS	
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT</u>		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS</u>	
3	MANA. Greg Brown STREET 505 Hobbs Road CITY/STATE/ZIP Jefferson City MO 65109	A	NAME STREET CITY/STATE/ZIP
	MANA. Roger Gardner STREET 505 Hobbs Road CITY/STATE/ZIP Jefferson City MO 65109		NAME STREET CITY/STATE/ZIP
	MANA. Marty Gausvik STREET 505 Hobbs Road CITY/STATE/ZIP Jefferson City MO 65109		NAME STREET CITY/STATE/ZIP
	NAME STREET CITY/STATE/ZIP		NAME STREET CITY/STATE/ZIP
NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED			

4 To be signed by the manager, if no manager, must be signed by a member.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Crystal McKenzie

Please print name and title of signer: Crystal McKenzie / AUTHORIZED PARTY
NAME TITLE

FEE DUE: **\$100.00** E-MAIL ADDRESS (OPTIONAL): _____



059086720131002

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.
REPORT DUE BY April 1, 2012
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/27/2012
Business ID: 590867
William M. Gardner
Secretary of State

WILDCAT SPORTS PROPERTIES, LLC
505 HOBBS ROAD
JEFFERSON CITY, MO 65109

ADDRESS OF PRINCIPAL OFFICE:

505 HOBBS ROAD
JEFFERSON CITY, MO 65109

REGISTERED AGENT AND OFFICE:

C T CORPORATION SYSTEM
9 CAPITOL STREET
CONCORD, NH 03301

ENTITY TYPE: LLC
BUSINESS ID: 590867
STATE OF DOMICILE: MISSOURI
MANAGING MULTIMEDIA BROADCAST RIGHTS AND RELATED
MARKETING OPPORTUNITIES FOR COLLEGIATE ATHLETIC

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.
2 The new mailing address _____
 The new principal office address _____
PO Box is acceptable.

<p style="text-align: center;">MANAGERS</p> <p>NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT</u> A</p> <p>NAME STREET CITY/STATE/ZIP</p> <p>NAME STREET CITY/STATE/ZIP</p> <p>NAME STREET CITY/STATE/ZIP</p> <p>NAME STREET CITY/STATE/ZIP</p>	<p style="text-align: center;">MEMBERS</p> <p>NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS</u> B</p> <p>MEMB. Learfield Communications STREET 505 Hobbs Road CITY/STATE/ZIP Jefferson City Mo 65109</p> <p>NAME STREET CITY/STATE/ZIP</p> <p>NAME STREET CITY/STATE/ZIP</p> <p>NAME STREET CITY/STATE/ZIP</p>
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NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

4 To be signed by the manager, if no manager, must be signed by a member.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Karri Ball

Please print name and title of signer: Karri Ball / AUTHORIZED PARTY
NAME TITLE

FEE DUE: **\$100.00** E-MAIL ADDRESS (OPTIONAL): _____



059086720121001

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

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 Wildcat Sports Properties, LLC, a(n) Missouri limited liability company registered to do business in New Hampshire on January 31, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2013

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).

PRODUCER IRONWOOD INSURANCE SERVICES, LLC 3715 Northside Parkway NW STE 1-500 Atlanta GA 30327-2868	CONTACT NAME: Darah Hallalf PHONE (A/C No. Ext): (404) 503-9147 FAX (A/C No.): (404) 503-9101 E-MAIL ADDRESS: dhallalf@ironwoodins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Vigilant Insurance Company</td> <td>20397</td> </tr> <tr> <td>INSURER B: Great Northern Insurance</td> <td>20303</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Vigilant Insurance Company	20397	INSURER B: Great Northern Insurance	20303	INSURER C: Federal Insurance Company	20281	INSURER D: Hartford Fire Insurance Company	19682	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Learfield Communications, Inc. 505 Hobbs Road Jefferson City, MO 65101														

COVERAGES **CERTIFICATE NUMBER:** CL1342306080 **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 SUBR INSR 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		3585-70-47	7/1/2012	8/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included \$	
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		7355-21-50 Comp Ded: \$1,000 Coll Ded: \$1,000	7/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ NIL		7985-91-16	7/1/2012	8/1/2013	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20WBAH9591	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 EVIDENCE OF INSURANCE	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 Francie Mooney/DARAHH