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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to enter into **sole source** contracts with the vendors listed below with a total price limitation of \$122,736.00 for the purpose of broadcasting public safety information over various NH radio stations for statewide coverage. Effective upon Governor and Council approval through September 30, 2017. Funding source: 100% Agency Income.

Below is a summary of contracted amounts by vendor.

<u>Vendor Name (Radio Station)</u>	<u>Location</u>	<u>Vendor Code</u>	<u>Contract Amount</u>
WBIN Media Co. Inc. (WNHW, WJYY)	126 Daniel St., Suite 200 Portsmouth, NH 03801	#248423-R003	\$24,296.00
Great Eastern Radio LLC (WHDQ, WGXL)	106 North Main Street West Lebanon, NH 03784	#177638-B001	\$23,938.00
iHeart Media (WGIR, WHEB)	20880 Stone Oak Parkway San Antonio, TX 78258	#174906-R001	\$24,917.00
Manchester Radio Group (WZID)	500 Commercial Street Manchester, NH 03101	#177719-B001	\$24,695.00
Townsquare Media (WHOM, WOKQ, WPKQ)	PO Box 576 Dover, NH 03821-0576	#274279-B001	\$24,890.00

Funds are available in the SFY2017 operating budget and contingent upon availability and continued appropriations in SFY2018 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236010-08590000 Dept. of Safety – Div. of Homeland Sec-Emer Mgnt – HSEM Agency INCE-Grant  
103-500735 Contracts for Op Services – Advertising and Publication

<u>SFY2017</u>	<u>SFY2018</u>	<u>Total</u>
\$55,231.00	\$67,505.00	\$122,736.00

### Explanation

These contracts are **sole source** because the vendors were selected as a result of HSEM's extensive research of New Hampshire radio stations using criteria such as strongest signals, resulting in the largest coverage areas; targeted audiences or listenership, based on Nielsen ratings; and the most popular stations among drivers in each region of the State. These contracts provide for airtime to broadcast public safety announcements focusing on driver behaviors (e.g., impaired driving, distracted driving, speeding, seatbelt use, etc.), locations, and driver characteristics, such as age, that are highly correlated with severe and fatal traffic crashes. Under the five contracts, these public safety announcements will be broadcast throughout the State.

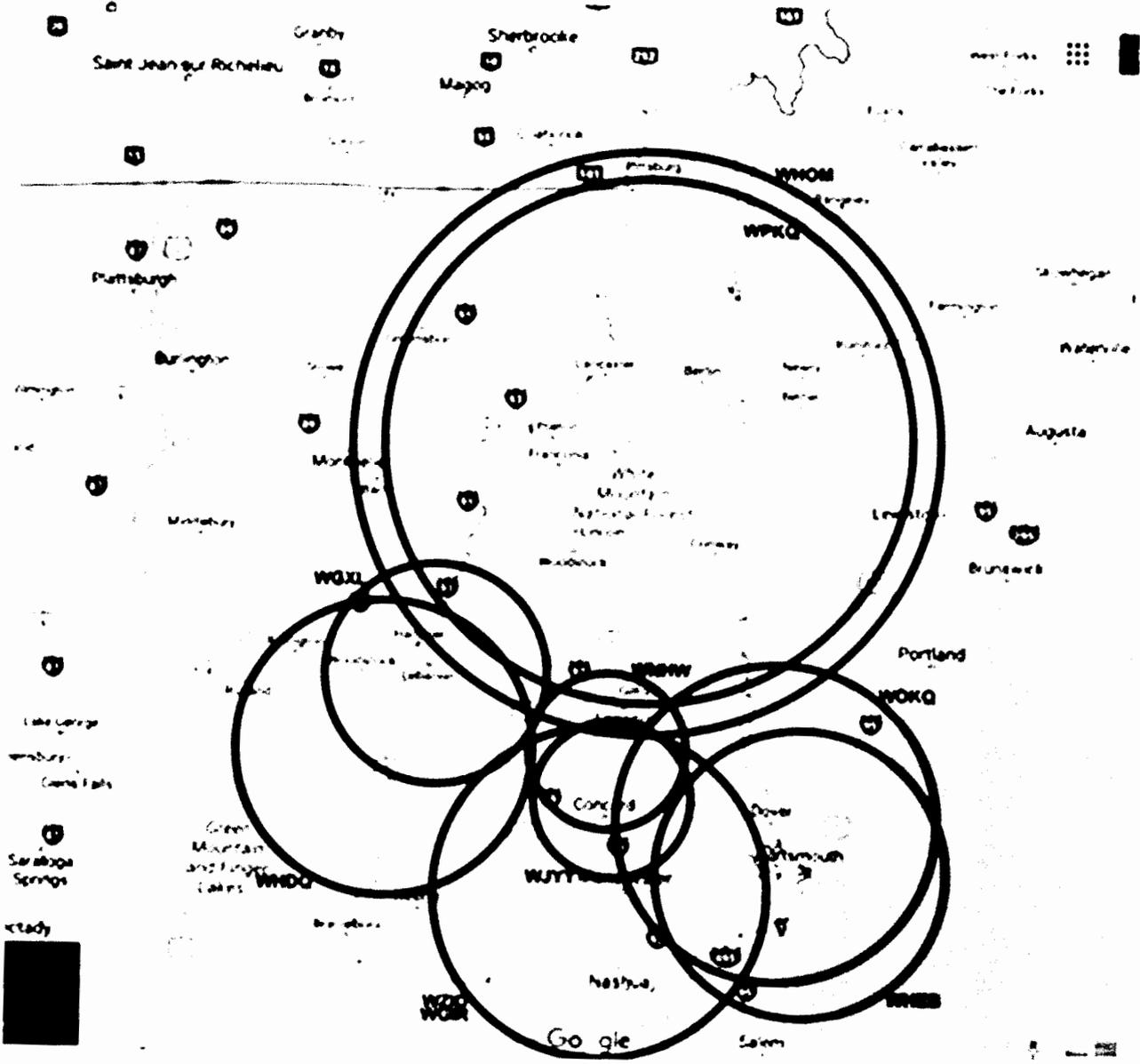
This communications effort is being funded by the Department of Safety's Office of Highway Safety (OHS) to promote driving safety in coordination with the OHS mission, the goal of the New Hampshire 2012-2016 Strategic Highway Safety Plan, and

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 11, 2017  
Page 2 of 2

the recommendations provided by the National Highway Traffic Safety Administration (NHTSA), with the goal of reducing crash-related serious injuries and deaths by 50% statewide by the year 2030.

Respectfully submitted,

  
John J. Barthelme  
Commissioner of Safety



ready

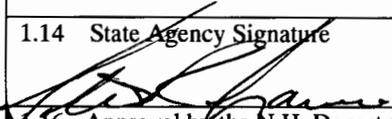
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety, Division of Homeland Security and Emergency Management		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 St. Suite 200 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-0000	1.6 Account Number 08590000	1.7 Completion Date 9/30/17	1.8 Price Limitation \$24,296
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark M. Graham Vice President and Chief Financial Officer	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Rockingham</b>  On <b>4/10/17</b> , 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]		<b>DEBBIE L.S. ADAMS, Notary Public</b> My Commission Expires <b>January 14, 2020</b>	
1.13.2 Name and Title of Notary or Justice of the Peace  <b>DEBBIE L.S. ADAMS, Notary Public</b> My Commission Expires <b>January 14, 2020</b>			
1.14 State Agency Signature   Date: <b>5/11/17</b>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, 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) (if applicable)  By:  On: <b>5/15/17</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

## 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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**  
**SCOPE OF SERVICES**

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 819 spots evenly split between WNHW and WJYY and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017.
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

*Modified  
5/19/17  
mb 5/10/17*

Contractor Initials mb  
Date 5/10/17

## **EXHIBIT A**

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- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials ht  
Date 7/10/17

**EXHIBIT B**

**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

Division of Homeland Security and Emergency Management

Payment for contracted services for advertisement and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 30, 2017                      \$12,148  
(or upon G&C approval)

Payment #2- Upon completion of aired advertisements and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed September 30, 2017.  
\$12,148

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials   hv    
Date   7/12/17

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials     *m*      
Date     4/10/17

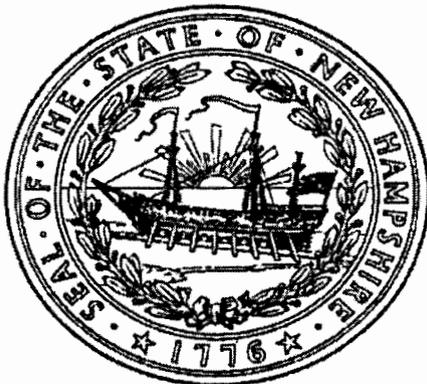
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CARLISLE CAPITAL CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on April 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 209183



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**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:

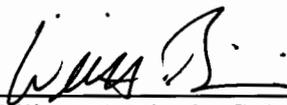
**RESOLVED:** That the Corporation enter into a contractual agreement ("Agreement") with the State of New Hampshire acting through its Department of Safety, Division of Homeland Security and Emergency Management ("DOS" or the "State"), said Agreement relating to the provision by the Corporation of promotional radio advertising to the DOS on a mutually agreed radio schedule for a total amount not to exceed \$24,296.00; 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

4/10/17 

**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 10<sup>th</sup> day of April, 2017.

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





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

4/10/17 BB



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2017

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 have ADDITIONAL INSURED provisions or 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).

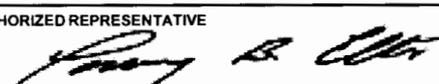
<b>PRODUCER</b> Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone: (207)363-7670 Fax: (207)363-1389	<b>CONTACT NAME:</b> Timothy B. Ellis <b>PHONE (A/C, No., Ext):</b> (207)363-7670 <b>E-MAIL ADDRESS:</b> tellis@ellisinsuranceagency.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Carlisle Capital Corporation 126 Daniel St Suite 200 Portsmouth, NH 03801		<b>INSURER A:</b> Massachusetts Bay Insurance Company	22306
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDPA81908401	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WDPA75983301	12/31/2016	12/31/2017	PER STATUTE    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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
WBIN Media Co., Inc dba Binnie Media and WBIN, Inc. are additional named insureds on these policies.

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  NH Department of Safety & State of New Hampshire 33 Hazen Drive Concord, NH 03305	<b>CANCELLATION</b> 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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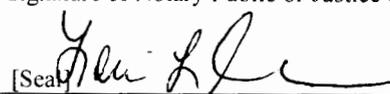
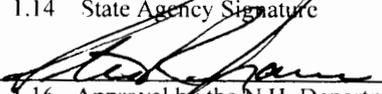
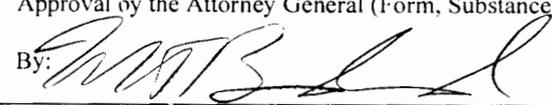
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety, Division of Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Great Eastern Radio		1.4 Contractor Address 106 North Main Street West Lebanon, NH 03784	
1.5 Contractor Phone Number 603-298-0992	1.6 Account Number 08590000	1.7 Completion Date 9/30/17	1.8 Price Limitation \$23,938
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory LORRAINE CHAPMAN BUSINESS MANAGER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>10th May</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  <div style="float: right; text-align: right;">                     LORI L. RICHARDSON, Notary Public                      My Commission Expires June 20, 2017                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Lori L. Richardson - Traffic Director			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, 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) (if applicable) By:  On: <u>5/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### **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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 1,016 spots evenly split between WHDQ and WGXL and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017. MOSBY  
5/19/17
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials JAC  
Date 5-9-17

## EXHIBIT A

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- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials Law

Date 4-10-17

**EXHIBIT B**  
**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

08590000  
Division of Homeland Security and Emergency Management

Payment for contracted services for advertisements and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 30, 2017                      \$11,969  
(or upon G&C approval)

Payment #2- Upon completion of aired advertisements and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed September 30, 2017.  
\$11,969

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials Law  
Date 4-10-17

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

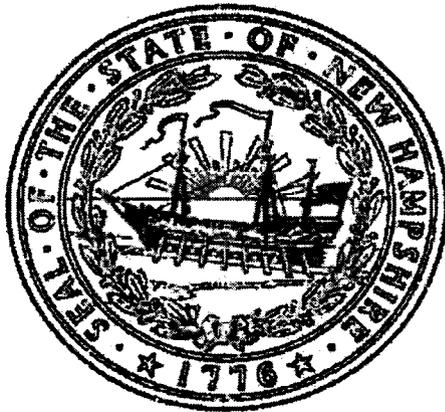
Contractor Initials Law  
Date 11-10-17

# 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 GREAT EASTERN RADIO LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 12, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 445204



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2017.

William M. Gardner  
Secretary of State

A handwritten signature in black ink, appearing to read "Wm Gardner", is written over the printed name and title.

GREAT EASTERN RADIO, LLC

Sole Manager's Certificate

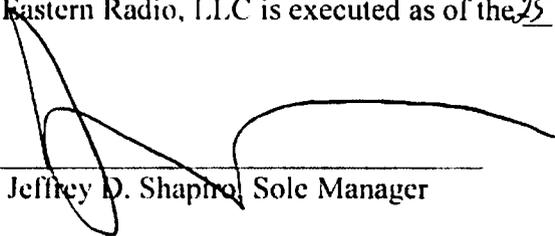
The undersigned, being the Sole Manager of Great Eastern Radio, LLC, a limited liability company organized and existing under the laws of the State of New Hampshire (the "Company"), DOES HEREBY CERTIFY that:

- 1. The following Resolution was enacted by unanimous vote of all of the Members of the Company, effective as of *April 21, 2017*.

**RESOLVED:** That the Business Manager, Lorraine Chapman, is hereby authorized to execute on behalf of the Company any contracts, agreements, instruments or other documents necessary to memorialize an agreement with New Hampshire Homeland Security and Emergency Management for the purchase of advertising time on the Company's radio stations (the "Contract").

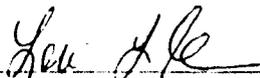
- 2. The above Resolution has not been amended or revoked and is in full force and effect as of the date hereof.
- 3. Lorraine Chapman held the position of Business Manager of the Company on the date of the Resolution and the date the Contract was signed, and continues to hold such position as of the date hereof.
- 4. There was a vote to ratify the contract with NH Department of Safety signed by Lorraine Chapman on April 10, 2017.

This Sole Manager's Certificate of Great Eastern Radio, LLC is executed as of the 25 day of April, 2017.

  
 \_\_\_\_\_  
 Jeffrey D. Shapiro, Sole Manager

STATE OF NEW HAMPSHIRE  
 COUNTY OF GRAFTON

This instrument was acknowledged before me on this 25 day of April, 2017, by Jeffrey D. Shapiro, as Sole Manager of Great Eastern Radio LLC.

  
 \_\_\_\_\_  
 Notary Public/Justice of the Peace  
 My Commission Expires:

LORI L. RICHARDSON, Notary Public  
 My Commission Expires June 20, 2017

AFFIX STAMP OR SEAL



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2017

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> <b>CENTURION CORPORATION</b> Centurion Place, PO Drawer 959 Hanover, NH 03755-0959 Richard Toland, CIC	<b>CONTACT NAME:</b> Tara Weatherell <b>PHONE (A/C, No, Ext):</b> 603-643-2000 <b>E-MAIL ADDRESS:</b> tara@centurionusa.com	<b>FAX (A/C, No):</b> 603-643-2740
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Great Eastern Radio, LLC</b> <b>Lorraine Chapman</b> <b>106 North Main Street</b> <b>West Lebanon, NH 03784</b>	<b>INSURER A : Ohio Security</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BKS57523307	10/29/2016	10/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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			BAS57523307	10/29/2016	10/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO57523307	10/29/2016	10/29/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS57523307	10/29/2016	10/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

NEWHAMP

State of New Hampshire  
 Department of Safety  
 Safety Building  
 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

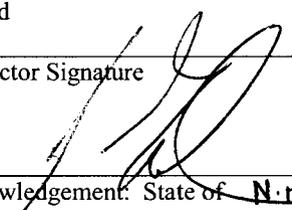
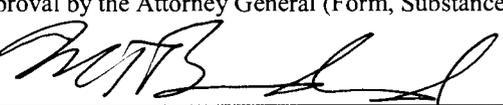
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety, Division of Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name iHeartMedia Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway San Antonio, Texas 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number 08590000	1.7 Completion Date 9/30/17	1.8 Price Limitation \$24,917
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Grubis, President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>April 7, 2017</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] <u>Linda N. Lopez</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Linda N. Lopez - Notary of N.H.</u>			
1.14 State Agency Signature  Date: <u>5/16/17</u>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, 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) (if applicable) By:  On: <u>5/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials \_\_\_\_\_  
Date 4/17/17

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.

#### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 \_\_\_\_\_

Date \_\_\_\_\_



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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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   
Date 4/7/17

**EXHIBIT A**  
**SCOPE OF SERVICES**

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 313 spots evenly split between WGIR and WHEB and evenly spread out during the following periods: ~~5/17/2017 to 6/7/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017. WVDT000  
5/9/17
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials   
Date 5/16/17

## EXHIBIT A

### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 313 spots evenly split between WGIR and WHEB and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017.
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials \_\_\_\_\_  
Date 4/27/17

**EXHIBIT B**

**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

Division of Homeland Security and Emergency Management

Payment for contracted services for advertisement and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 30, 2017                      \$12,458.50  
(or upon G&C approval)

Payment #2- Upon completion of aired advertisements and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed September 30, 2017.  
\$12,458.50

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials \_\_\_\_\_  
Date 7/2/17

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials

Date

 4/7/17

# 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 CAPSTAR RADIO OPERATING COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as CAPSTAR RADIO OPERATING COMPANY, INC. on January 18, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332731



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of March A.D. 2017.

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

William M. Gardner  
Secretary of State

**OFFICER'S CERTIFICATE**

I, Richard J. Bressler, being the President and Chief Financial Officer of Capstar Radio Operating Company, a Delaware corporation (the "*Company*"), hereby certify that Joseph Graham, Market President, has authority to execute contracts on behalf of the Company until December 31, 2017.

I further certify that any documents executed by Joseph Graham from April 1, 2017 – present are hereby ratified in their entirety and are binding and final.

**IN WITNESS WHEREOF**, I have duly executed this Certificate as of the 28 day of April, 2017.

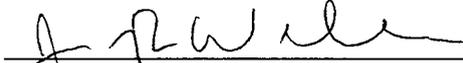
**CAPSTAR RADIO OPERATING COMPANY**

By:   
Richard J. Bressler  
President and Chief Financial Officer

State of New York  
County of New York

This Certificate was signed or acknowledged before me on April 28, 2017 by Richard J. Bressler, President of Chief Financial Officer of Capstar Radio Operating Company.

**JAMES RUSSELL WILLIAMS III**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
No. 02WI6222410  
Qualified in New York County  
My Commission Expires May 24, 2018

  
Notary Signature

## CONSENT TO ACTION IN LIEU OF ANNUAL MEETING

September 7, 2016

The undersigned, being (1) all of the Members, or (2) all of the members of the Board of Directors or the Board of Managers or the Managers, as the case may be, or (3) the duly elected and qualified officers of the Member or the Managing Member, as the case may be, or (4) the duly elected and qualified officers of the General Partner(s), as applicable, of the legal entities identified on Exhibit A attached hereto (each a “*Company*” and together, the “*Companies*”), hereby authorize, approve and agree to the adoption of the following actions, by consent to action in lieu of annual meeting, in accordance with applicable law and the organizational documents of each of the Companies, and direct that this Consent to Action in Lieu of Annual Meeting be filed in the minute book of each of the Companies.

### Election of Officers

**WHEREAS**, the Members, the members of the Board of Directors or the Board of Managers or the Managers, as the case may be, the duly elected and qualified officers of the Member or the Managing Member, as the case may be, and the duly elected and qualified officers of the General Partner(s), as applicable, of each of the Companies desire to elect officers (the “*Officers*”) of the Companies.

**NOW, THEREFORE, BE IT RESOLVED**, that the persons identified on Exhibit A attached hereto be, and they hereby are, elected as the Officers of the respective Companies identified thereon, each of whom is to serve in the indicated capacity until his or her successor is duly elected and qualified or until he or she shall sooner resign, die or otherwise, cease to hold such office.

### Identification of Division Officers

**WHEREAS**, the Members, the members of the Board of Directors or the Board of Managers or the Managers, as the case may be, the duly elected and qualified officers of the Member or the Managing Member, as the case may be, and the duly elected and qualified officers of the General Partner(s), as applicable, of each of the Companies desire to: (i) permit certain Officers of the Companies to identify employees of certain of the Companies to assist the Officers in the day-to-day business operations of the Companies as non-elected division or staff officers (the “*Division Officers*”); (ii) authorize the Division Officers to take certain actions on behalf of their respective Companies; and (iii) authorize the Officers of the Companies, and each of such Officers, to assign to the Division Officers (a) appropriate titles necessary or advisable to carry out their duties including, without limitation, the titles of “Chief Operating Officer,”

“Executive Vice President,” “Senior Vice President,” “Vice President,” “Regional Vice President,” “Division President” and “Branch General Manager,” and (b) appropriate authority from the Officers as necessary or advisable to carry out their duties; provided, however, that the Division Officers shall not be deemed to be Officers for purposes of the organizational documents of the respective Companies and/or under applicable law.

**NOW, THEREFORE, BE IT RESOLVED**, that the respective Presidents, Chief Executive Officers, Chief Financial Officers, Chief Operating Officers, Executive Vice Presidents and Senior Vice Presidents of the Companies (each, a “*Designated Officer*”) are severally authorized to appoint Division Officers of each of the Companies; and

**FURTHER RESOLVED**, that the Designated Officers of the Companies are severally authorized to remove any such Division Officers appointed by them at any time and for any reason, and appointment as a Division Officer is not an employment contract and does not modify the employment relationship between the Division Officer and the applicable Companies in any manner; and

**FURTHER RESOLVED**, that the Designated Officers of the Companies are severally authorized to assign to the Division Officers appropriate titles necessary or advisable to carry out their duties including, without limitation, the titles of “Chief Operating Officer,” “Executive Vice President,” “Senior Vice President,” “Vice President,” “Regional Vice President,” “Division President” and “Branch General Manager;” and

**FURTHER RESOLVED**, that the Division Officers are severally authorized and empowered, for and on behalf of the respectively identified Companies, and in their respective names:

- (a) to take such actions permitted for such Division Officer pursuant to the respective Limits of Authority Policy for the applicable Corporate division, Media and Entertainment division and/or the Outdoor Americas division, as the case may be; and
- (b) to take such other actions as are specifically delegated to them by the Designated Officers of such identified Company.

The Division Officers are hereby authorized to take such actions pursuant to the authorizations provided in (a) and (b) of this resolution upon such terms and conditions as may be considered proper by said Division Officer, and when signed by said Division Officer (and where required by law, when duly attested by the Secretary or one of the Assistant Secretaries of the identified Company) shall be the act and deed of the Company; and

**FURTHER RESOLVED**, that the Division Officers shall not be deemed to be Officers of the identified Companies for purposes of the organizational documents of the identified Companies and/or under applicable law.

### Bank/Investment Accounts

**RESOLVED**, that the Senior Vice President/Treasurer/Assistant Secretary, the Vice President, Assistant Treasurer, the Treasury Director and the Cash Manager of iHeartMedia, Inc., iHeartCommunications, Inc. and Clear Channel Outdoor Holdings, Inc. (each an “*Authorized Person*”) are severally authorized (1) to enter into and sign any agreement relating to any general or specific transaction with or service of a financial institution, or may designate such persons to establish, maintain and terminate or cause to be established, maintained and terminated, now or hereafter, bank accounts or investment accounts, including custodian accounts, safe deposit and night depository facilities and lock box facilities, for and in the name of the Company, or any subsidiary, affiliate, division or branch thereof at such time or place and with such banking institution or banking institutions, trust companies or savings and loan institutions or other financial institutions, both foreign and domestic, as an Authorized Person, in his/her sole discretion, may deem appropriate; (2) to draw and sign checks, drafts, instruments and any other orders for and on behalf of the Company, its subsidiaries, affiliates, divisions and branches, upon or with respect to any and all funds, securities, or other property of the Company, or any subsidiary, affiliate, division or branch, now or hereafter established or on deposit with any financial institution; (3) to authorize the issuance of checks, drafts, instruments, and other orders upon any bank or investment account of the Company, or any subsidiary, affiliate, division or branch, over the facsimile signature or signatures of such Authorized Persons or any one or more employees of the Company, or any subsidiary, affiliate, division or branch, as an Authorized Person may designate; (4) to designate the person or persons and the conditions under which they will be authorized to draw checks, drafts or other items against such accounts; (5) to revoke the authorization of such person or persons at such time as he/she may deem appropriate; and (6) to execute and deliver to the financial institution any contracts or agreements relating to any of the accounts maintained by the Company, or any subsidiary, affiliate, division or branch, with the financial institution (including, without limitation, with respect to the transfer of funds, pursuant to oral, telex, telecopier or electronic instructions) as the Authorized Person or persons acting pursuant to this resolution may in their discretion deem advisable; and

**FURTHER RESOLVED**, that with respect to all accounts so established the designated financial institution is hereby authorized:

- (a) to accept for such account or accounts any funds tendered for deposit thereto, in the name and on behalf of the Company, its subsidiaries, affiliates, divisions or branches; and
- (b) to honor and pay any checks, drafts or other orders drawn upon such financial institution accounts for and on behalf of the Company, its subsidiaries, affiliates, divisions or branches by any person or persons duly authorized to do so, pursuant to a written designation of authority or agreement executed by an Authorized Person.

**FURTHER RESOLVED**, that when the use of a facsimile signature by designated signers of checks, drafts or other orders drawn upon any account of the

Company is duly authorized by an Authorized Person, the financial institution is hereby authorized to honor, pay and charge to the designated bank account all checks, drafts or orders so executed by facsimile signature, without regard to the person or the means used for affixing the facsimile signature thereto, provided that such facsimile signature resembles the specimen facsimile signature of the person whose signature it purports to be as certified by an Authorized Person and is currently on file with the financial institution; and

**FURTHER RESOLVED**, that the establishment of a bank account or an investment account in the name and on behalf of the Company, its subsidiaries, affiliates, divisions or branches, pursuant to the foregoing resolutions shall be evidenced by a written statement executed by an Authorized Person under his/her hand or facsimile signatures and supported by an appropriate certification of these resolutions for such purposes by the Secretary or Assistant Secretary of the Company, which evidence shall be binding upon the Company and may be relied upon by the financial institution until such time as it is revoked in a written statement by an Authorized Person or by any officer of the Company and a copy thereof delivered to the financial institution at the address where the account is maintained; and it is directed that a copy of each written statement as executed by an Authorized Person pursuant to the foregoing resolutions, together with the certificate of the Secretary or Assistant Secretary of the Company attached thereto, shall be recorded in the office of an Authorized Person; and

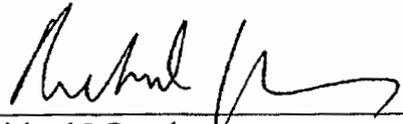
**FURTHER RESOLVED**, that all bank accounts, investment accounts, custodian accounts, safe deposit and night depository, and lock box facilities heretofore established by an Authorized Person at any financial institution and the designation of signatory authorities upon said accounts and facilities, including facsimile signatories, as heretofore made by an Authorized Person, are hereby ratified and confirmed and shall continue in full force and effect unless and until terminated or revoked by an Authorized Person; and

**FURTHER RESOLVED**, that a separate resolution is required for all loans and borrowings.

#### General

**RESOLVED**, that the Officers of the identified Companies, and each of such Officers be, and they hereby are, authorized and directed to execute, certify, deliver, file and record all such documents and instruments, and to take all other actions which, in the judgment of such Officers, or any of them, may be necessary or appropriate to carry out the foregoing resolutions and the purposes and intent thereof.

**IN WITNESS WHEREOF**, the undersigned have executed this Consent to Action in Lieu of Annual Meeting effective as of the date first written above. This Consent to Action in Lieu of Annual Meeting may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, but all of which together shall constitute one and the same instrument.



Richard J. Bressler



Robert H. Walls, Jr.

Exhibit A

Capstar Radio Operating Company

Bick, Scott T.  
Bressler, Richard J.  
Bressler, Richard J.  
Coleman, Brian D.  
Davis, Stephen G.  
Dean, Lauren E.  
Littlejohn, Jeff  
Macri, Steven J.  
Walls, Robert H. Jr.

Senior Vice President-Tax  
Chief Financial Officer  
President  
Senior Vice President, Treasurer and Assistant Secretary  
Senior Vice President, Real Estate, Facilities and Capital Management  
Vice President, Associate General Counsel and Assistant Secretary  
Executive Vice President - Engineering and Systems Integration - IHM  
Executive Vice President and Chief Financial Officer - IHM  
Executive Vice President, General Counsel and Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2017

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 have ADDITIONAL INSURED provisions or 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> Aon Risk Services Southwest, Inc.  5555 San Felipe, Suite 1500  Houston, TX 77056-3089	1-832-476-6000 <b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: GREENWICH INS CO</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL INS AMERICA INC / XL SPECIALTY INS CO</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GREENWICH INS CO	22322	INSURER B: XL INS AMERICA INC / XL SPECIALTY INS CO		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B: XL INS AMERICA INC / XL SPECIALTY INS CO															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> iHeartMedia + Entertainment, Inc.  200 East Basse Road  San Antonio, TX 78209-8328															

**COVERAGES**                      **CERTIFICATE NUMBER: 49503265**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RGD300052802	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943770902	11/01/16	11/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD300052902/RWR3002	11/01/16	11/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: WGIR FM, WHEB FM; MANCHESTER, PORTSMOUTH, NH

Certificate Holder is an additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the Named Insured;

Workers Compensation is evidenced for employees of the Named Insured Only.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department  Anna Swenson 23 Smokey Bear Blvd  Concord, NH 03301  USA	<b>CANCELLATION</b>  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  <i>Aon Risk Services Southwest, Inc.</i>
--	--

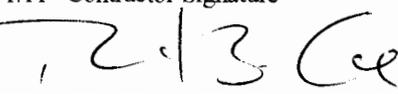
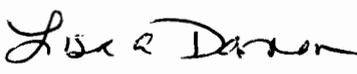
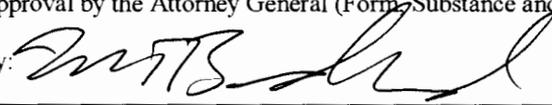
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety, Division of Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Manchester Radio Group		1.4 Contractor Address 500 Commercial Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-669-5777	1.6 Account Number 08590000	1.7 Completion Date 9/30/17	1.8 Price Limitation \$24,695
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ROBERT BRIAN COX Vice President & General Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>Apr. 11, 2017</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]			
1.13.2 Name and Title of Notary or Justice of the Peace LISA A. DAMON, Notary Public My Commission Expires March 9, 2021			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration Date: <u>5/11/17</u>	
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) (if applicable) By:  On: <u>5/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials   
Date 4.7.17

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.

### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

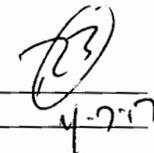
**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**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                       
Date                     



**EXHIBIT A**  
**SCOPE OF SERVICES**

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 235 spots on WZID and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017. MODIFIED  
5/9/19
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials                     

Date                     

(Signature)  
                      
5-9-19

## EXHIBIT A

### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 235 spots on WZID and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017.
- b) To broadcast 70% of the spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials

Date

  
4-7-17

**EXHIBIT B**  
**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

Division of Homeland Security and Emergency Management

Payment for contracted services for advertisement and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 30, 2017                      \$12,347.50  
(or upon G&C approval)

Payment #2- Upon completion of aired advertisements and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed September 30, 2017.    \$12,347.50

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials                       
Date                     4-7-17

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

Handwritten signature and date: The signature consists of the initials 'JR' inside a circle, and the date '4-2-17' written below it.

# 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 MANCHESTER RADIO GROUP is a New Hampshire Trade Name registered to transact business in New Hampshire on March 29, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 532997



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of March A.D. 2017.

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

William M. Gardner  
Secretary of State



**SAGA COMMUNICATIONS OF NEW ENGLAND, LLC  
CONSENT AND RESOLUTION**

April 1, 2017  
MAY

I, Marcia Lobaito, as Secretary of Saga Communications of New England, LLC (the "Company"), and Secretary of Company's sole member, Saga Communications, Inc., do hereby certify that the consent and resolution appearing below is a full, true, and correct copy of the consent and resolution of the sole member of the Company, pursuant to Section 18-302 of the Delaware Limited Liability Company Act, dated April 1, 2017, and that the signature appearing on the below consent and resolution is the genuine signature of the person named therein and authorized to act on behalf of the Company as set forth in this consent and resolution.

MAY

**RESOLVED**, that the Company hereby ratifies the execution of the Agreement between the Company and the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, dated April 7, 2017, by Robert Cox, Vice President and General Manager of the Company, whose signature appears below.

Authorized Signature:

By: \_\_\_\_\_  
Name: Robert Cox, Vice President and General Manager

I further certify that this consent and resolution has not been amended or revoked and is still in full force and effect.

*[signatures on following page]*

SAGA COMMUNICATIONS OF NEW ENGLAND, LLC

*Marcia K. Lobaito*

By: Marcia K. Lobaito, Secretary

SOLE MEMBER:  
SAGA COMMUNICATIONS, INC.

*Marcia K. Lobaito*

By: Marcia K. Lobaito, Secretary

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this 1<sup>st</sup> day of ~~April~~ <sup>MAY</sup>, 2017, personally appeared Marcia K. Lobaito, known by me to be the Secretary of Saga Communications of New England, LLC and the Secretary of Saga Communications, Inc., and acknowledged this instrument so executed to be her free act and deed in her capacity as Secretary.

*Andrew F. Eurich*

Andrew F. Eurich  
Notary Public  
Oakland County, Michigan

ANDREW EURICH  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires Dec. 23, 2021  
Acting in the County of WAYNE

My commission expires: 12/23/2021



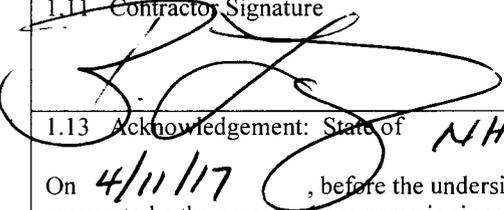
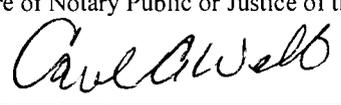
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety, Division of Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Townsquare Media New Hampshire		1.4 Contractor Address PO Box 576 Dover NH, 03821-0576	
1.5 Contractor Phone Number 603-749-9750	1.6 Account Number 08590000	1.7 Completion Date 9/30/17	1.8 Price Limitation \$24,890
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Lang Regional Market President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>4/11/17</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]			
1.13.2 Name and Title of Notary Public or Justice of the Peace My Commission Expires February 28, 2019		CAROL A. WEBB, Notary Public My Commission Expires February 28, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, 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) (if applicable) By:  On: <u>5/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### **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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

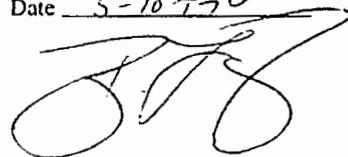
### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 546 30-second spots evenly split between WHOM, WOKQ, and WPKQ and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~; 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017 and 180 30-second spots online during the contract period. Because of the nature of scheduling in the industry, the number of spots may fluctuate from what is specified here by 3 percent. Michael  
5/19/17
- b) To broadcast 70% of the radio spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials 

Date 5-10-17



## EXHIBIT A

### SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 546 30-second spots evenly split between WHOM, WOKQ, and WPKQ and evenly spread out during the following periods: ~~5/17/2017 to 6/4/2017~~, 6/9/2017 to 6/18/2017; 6/30/2017 to 7/4/2017; 7/7/2017 to 7/16/2017; 8/16/2017 to 9/4/2017; and 9/15/2017 to 9/24/2017 and 180 30-second spots online during the contract period. Because of the nature of scheduling in the industry, the number of spots may fluctuate from what is specified here by 3 percent.
- b) To broadcast 70% of the radio spots between 6am and 10am Monday through Friday, 3pm and 7pm Monday through Friday, and the remaining spots between 7am and 7pm Saturday through Sunday.
- c) To administer to the stations all materials needed for air play of advertisements, including duplication of spots.
- d) To advise and assist HSEM in bringing audio files provided for airplay into compliance with industry standards.
- e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
- f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- g) To ensure the ads commence on or within a week of the approved contract date.
- h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
- i) To provide DOS/HSEM with copies of radio advertisements with all final edits for approval prior to broadcast.
- j) The contractor will be responsible for the payment of any subcontractors.

Contractor Initials   JN    
Date   9-11-17

**EXHIBIT B**

**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

08590000

Division of Homeland Security and Emergency Management

Total payment for contracted services for advertisement cannot exceed \$24,890 and will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due by June 2, 2017  
(or upon G&C approval)

Payment #2- Invoice due by July 2, 2017  
(or upon G&C approval)

Payment #3- Invoice due by August 2, 2017  
(or upon G&C approval)

Payment #4- Invoice due by September 2, 2017  
(or upon G&C approval)

Payment #5- Upon completion of aired advertisements and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services by October 2, 2017.

Total of invoiced payments cannot exceed \$24,890.

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials PH  
Date 4-11-17

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials   *BC*    
Date   4-11-17

**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 TOWNSQUARE MEDIA PORTSMOUTH, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 05, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 701229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of March A.D. 2017.

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

William M. Gardner  
Secretary of State

Certificate of Authority

I, Robert Williams, Senior Vice President Operations of the Townsquare Media Portsmouth, LLC
(name of certifying officer) (title) (organization/business)

do hereby certify that the following is a true copy of a vote taken at a meeting of the board of directors/shareholders, duly called and held on 4/18/2017 at which a quorum of the directors/shareholders were present and voting.

It was voted that:

Brian Lang is duly authorized to enter a contract on behalf of
(name of person being certified)

Townsquare Media Portsmouth, LLC with the State of New Hampshire, Department
(name of organization/business)

of Agriculture, Markets & Food and further, is authorized to execute any documents which may, in his/her judgment, be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date hereof;

There was a vote to ratify the contract with NH Department of Safety signed by Brian Lang on April 11, 2017

IN WITNESS WHEREOF, I have hereunto set my hand as the Senior Vice President Operations of the Townsquare Media this 27th day of April, 2017.
(organization/business) (title)

Robert Williams
(signature of certifying officer)

Printed Name: Robert Williams
(Print name of certifying officer)

State of New Hampshire
County of Strafford

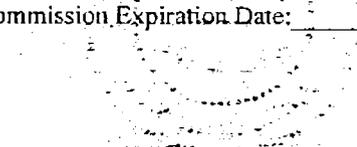
On this 27th day of April, 2017, before me Carol A. Webb the undersigned officer, personally appeared Robert Williams who acknowledged him/herself to be the Senior Vice President Operations of the Townsquare Media being authorized so to do, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Carol A. Webb
Justice of the Peace/Notary Public
CAROL A. WEBB; Notary Public
My Commission Expires February 28, 2019

(Seal)

Commission Expiration Date:





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2017

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

<b>PRODUCER NAME, CONTACT PERSON AND ADDRESS</b> New York-Alliant Ins Svc Inc 320 West 57th St New York, NY 10019		<b>PHONE (A/C, No, Ext):</b> (212) 603-0200	<b>COMPANY NAME AND ADDRESS</b> Starr Surplus Lines Insurance Company		<b>NAIC NO:</b> 13604
<b>Contact name:</b> James Mallon		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>				
<b>CODE:</b>	<b>SUB CODE:</b>	<b>POLICY TYPE</b> Commercial Property			
<b>AGENCY CUSTOMER ID #:</b> TOWNMED-01		<b>License #</b> 0C36861			
<b>NAMED INSURED AND ADDRESS</b> Townsquare Media, Inc. 240 Greenwich Ave Greenwich, CT 06830			<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> SLSTPTY10911416	
			<b>EFFECTIVE DATE</b> 12/23/2016	<b>EXPIRATION DATE</b> 12/23/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>ADDITIONAL NAMED INSURED(S)</b>			<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		

**PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required)**     BUILDING    OR     BUSINESS PERSONAL PROPERTY

**LOCATION / DESCRIPTION**

**292 Middle Road, Dover, New Hampshire 03820**

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 EVIDENCE OF PROPERTY INSURANCE 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.

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 100,000,000</b>					
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>50,000</b>	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)					
REPLACEMENT COST	<input checked="" type="checkbox"/>				
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO    Subject to Different Provisions:		<input checked="" type="checkbox"/>		If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO    Subject to Different Provisions:		<input checked="" type="checkbox"/>		If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input checked="" type="checkbox"/>				

**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.

<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LENDERS LOSS PAYABLE	<input type="checkbox"/> CONTRACT OF SALE	<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>
<b>NAME AND ADDRESS</b> NH Department of Safety		<b>AUTHORIZED REPRESENTATIVE</b> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2017

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 License # 0C36861</b> New York-Alliant Ins Svc Inc 320 West 57th St New York, NY 10019	<b>CONTACT NAME:</b> James Mallon	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> jmallon@alliant.com	
<b>INSURED</b>  <b>Townsquare Media, Inc.</b> <b>240 Greenwich Avenue</b> <b>Greenwich, CT 06830</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Everest Indemnity Insurance Company	<b>10851</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>S18WC00385-161</b>	<b>12/23/2016</b>	<b>12/23/2017</b>	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Evidence of Coverage**

<b>CERTIFICATE HOLDER</b>  State Of New Hampshire	<b>CANCELLATION</b>  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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