



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 3, 2018

His Excellency, Governor Christopher Sununu
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the Department of Safety (DOS), Division of Homeland Security and Emergency Management (HSEM) to enter into a contract with iHeart Media + Entertainment, Inc. (VC# 174906-P001), 20880 Stone Oak Parkway San Antonio, Texas for radio advertisements on emergency management and preparedness for an amount of \$26,000.00. Effective upon Governor and Council approval through June 30, 2019. Funding Source: 40% Private and Local Funds/ 32% Federal Funds/ 28% General Funds.

Funding is available in the SFY2019 operating budget as follows:

02-23-23-236010-27400000 Dept. of Safety – Homeland Sec-Emer. Mgmt. – Emergency Mgmt. Admin	<u>SFY 2019</u>
020-500247 Current Expenses -Advertising and Publication	\$26,000.00

Explanation

This contract will provide for radio advertisements to be aired over three FM radio stations (i.e., WGIR, WHEB, and WERZ) for the purpose of increasing public preparedness for natural and manmade disasters and state or national security concerns, including providing NH residents with critical information on protecting themselves and their families. Radio spots provided by this contract will help increase the involvement of and interaction between local governments, the private sector, residential communities, school systems and populations with special needs (E.g. the elderly, handicapped, minorities, etc.) through a statewide public awareness campaign. The messages aired will provide information on winter storm preparedness, hurricanes, earthquakes, flooding, ice jams, hazardous materials spills, and other topics as deemed necessary. When appropriate, these messages will also contain information on the availability of a toll-free information line. This contract will provide additional spots within 24 hours of request on 28 days of the contract to be used at the discretion of HSEM.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from August 9, 2018 through August 21, 2018. A total of three proposals were received from iHeart Media + Entertainment, Manchester Radio Group, and Bennie Media. The proposals were evaluated and scored by a three-person review panel. The panel concluded that iHeart Media + Entertainment's proposal best met the RFP requirements; therefore, the vendor was awarded the contract.

Respectfully submitted,


John J. Barthelmes
Commissioner

Scoring Summary Table

DOS-HSEM-SFY2019-001

Company	Contract Price	Organization Capacity (30 points max)	Plan of Operation (30 points max)	Budget & Justification (35 points max)	Format (35 points max)	TOTAL 100 Pts Max
iHeart	\$26,000.00	29	30	34	5	98
Manchester Radio	\$26,000.00	27	27	29	5	88
Binnie	\$26,000.00	22	15	19	5	61

Definitions of Scoring Criteria:

Org Capacity: The general suitability of the organization to carry out the stated goals, in this case to promote safety messages on the radio and online streaming.

Plan of Operation: The organization can provide the deliverables as described in the RFP.

Budget & Justification: The budget clearly outlines the number of advertisements included (cost per advertisement) and that timing of the advertisements meet the requirements.

Format: The Organization followed the format requirements.

Review Panel Members

Michael D. Todd, PIO, NH DOS

Matthew Hotchkiss, Administrator II, NH HSEM

Judith Emmert, Program Assistant II, NH HSEM

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.

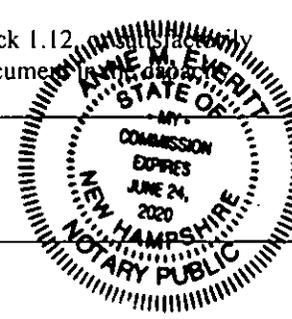
AGREEMENT

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 iHeart Media + Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway, San Antonio, TX 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number See Exhibit B	1.7 Completion Date 6/30/2019	1.8 Price Limitation \$26,000
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature <i>Lucy C Lange</i>		1.12 Name and Title of Contractor Signatory <i>Lucy C Lange, SVPS</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/14/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12 proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Anne Everitt</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Anne Everitt, Notary Public</i>			
1.14 State Agency Signature <i>Steven R. Lavoie</i> Date: <u>10/10/18</u>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. 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: <i>Mary [Signature]</i> On: <u>10/15/2018</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 coordinate the establishment of a formal group of FM radio stations with a broadcast area reaching 90 percent or more of the residents of New Hampshire to air radio spots on emergency management related issues, as decided by DOS/HSEM. At least two-thirds of the spots must be aired between the following hours, Monday-Friday: 6-10 am, 3-7 pm and Saturday-Sunday: 7 am-7 pm, on the following dates: 10/29/18-11/2/18; 11/15/18-11/21/18; 12/15/18-12/21/18; 1/1/18-1/30/18; 3/11/19-3/15/19; 4/1/19-5/4/19; 6/1/19-6/7/19. Depending on changes to the federal messaging calendar, these dates may shift slightly; however, the total number of days and advertisements will not change. These dates may shift slightly depending on when the resulting contract is approved by the G&C; however, the total number of days and advertisements will not change.
- b) To administer said group in terms of supplying to the group all materials needed for air play.
- c) To provide additional spots within 24 hours of HSEM's request on 28 days of the contract.
- d) To advise and assist DOS/HSEM in bringing radio spots into compliance with industry standards.
- e) To duplicate as necessary the materials needed for stations.
- f) To provide with digital and hard copy affidavits of performance and the following itemized information in a digital Microsoft Excel compatible spreadsheet file organized by station and spot: total number run, dollar value, estimated size of audience reached, and the date and time of airing.
- g) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
- h) To ensure the ads commence on or within two weeks of the approved contract date, based on a community preparedness campaign which includes previously developed radio advertisements.
- i) 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.
- j) To provide DOS/HSEM with copies of radio spots with all final edits for approval prior to broadcast.
- k) The contractor will be responsible for the payment of subcontractors.

Contractor Initials LCU
Date 9-14-18

EXHIBIT B
TERMS OF PAYMENT

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

FY2019

02-23-23-2360010-27400000-020-500247
Division of Homeland Security and Emergency Management

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

Payment #1- Invoice due February 28, 2019 \$13,000
(or upon G&C approval)

Payment #2- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed June 30, 2019.

\$13,000

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

Remit to:

iHeartMedia
P.O. Box 419499
Boston, MA 02241-9499

Contractor Initials *LCU*
Date 9-14-18

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 *CC*
Date 9-14-18

State of New Hampshire

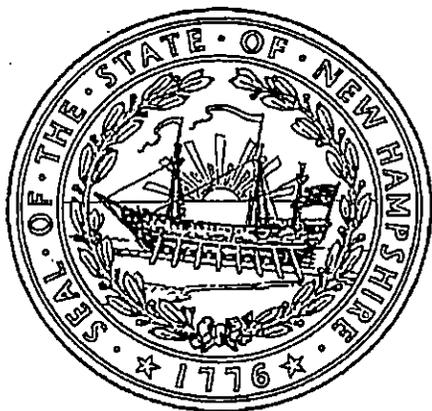
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IHEARTMEDIA + ENTERTAINMENT, INC. is a Nevada Profit Corporation registered to transact business in New Hampshire on January 20, 2004. 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: 462280

Certificate Number : 0004160902



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of August A.D. 2018.

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

William M. Gardner
Secretary of State



Corporate Headquarters
200 East Basse Road
San Antonio, TX 78209

www.iHeartMedia.com
www.iHeartRadio.com
#iheartradio

OFFICER'S CERTIFICATE

I, Richard J. Bressler, being the President and Chief Financial Officer of iHeartMedia and Entertainment, INC., hereby certify that Lucy Lange, Senior Vice President of Sales, has authority to execute contracts on behalf of the Company until December 31, 2018.

IN WITNESS WHEREOF, I have duly executed this Certificate as of the 14^h day of September, 2018.

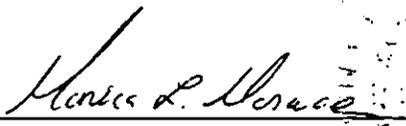
IHEARTMEDIA + ENTERTAINMENT, INC.

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 September 14, 2018 by Richard J. Bressler, President and Chief Financial Officer of iHeartMedia + Entertainment, Inc.

MONICA L. MORACA
Notary Public, State of New York
No. 01MO6047100
Qualified in Kings County
Commission Expires August 28, 2022


Notary Public



CONSENT TO ACTION IN LIEU OF ANNUAL MEETING

November 15, 2017

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”, “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

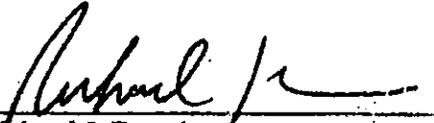
FURTHER RESOLVED, that all bank accounts, investment accounts, custodian accounts, safe deposit and night depository, and lock box facilities heretofore established by an Authorized Person at any financial institution and the designation of signatory authorities upon said accounts and facilities, including 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

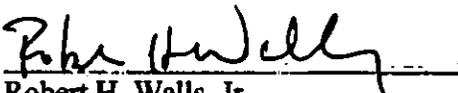
FURTHER RESOLVED, that a separate resolution is required for all loans and borrowings.

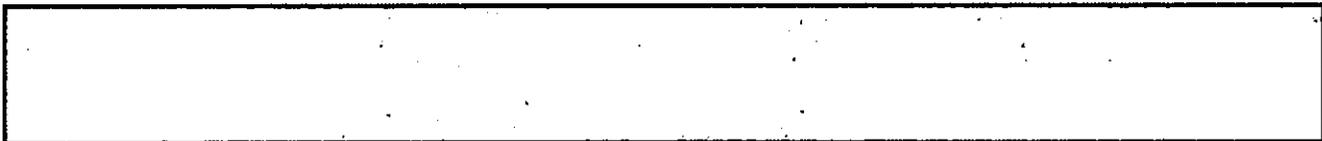
General

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.

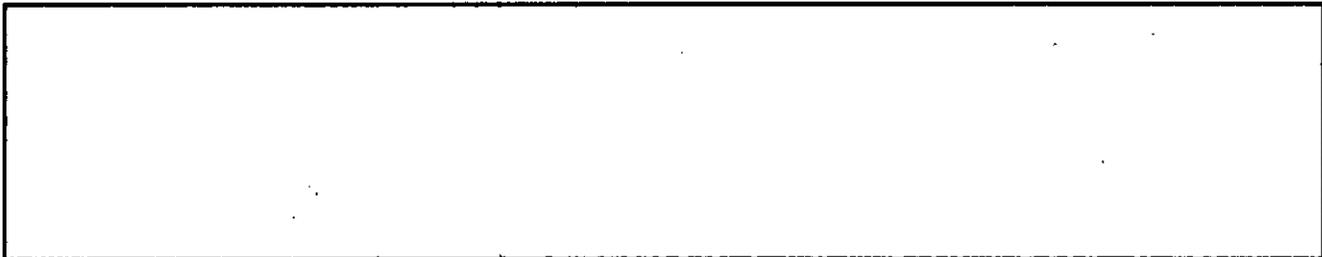
IN WITNESS WHEREOF, the undersigned have executed this Consent to Action in Lieu of Annual Meeting effective as of the date first written above. This Consent to Action in Lieu of Annual Meeting may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, but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


Richard J. Bressler


Robert H. Walls, Jr.



Capstar Radio Operating Company	Bick, Scott T.	Senior Vice President-Tax
	Bressler, Richard J.	Chief Financial Officer
	Bressler, Richard J.	President
	Coleman, Brian D.	Senior Vice President, Treasurer and Assistant Secretary
	Davis, Stephen G.	Senior Vice President - Real Estate, Facilities and Capital Management
	Dean, Lauren E.	Vice President, Associate General Counsel and Assistant Secretary
	Littlejohn, Jeff	Executive Vice President - Engineering and Systems Integration - IHM
	Macri, Steven J.	Executive Vice President and Chief Financial Officer - IHM
	Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2018

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).

PRODUCER Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 Houston, TX 77056-3089	1-832-476-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED iHeartMedia + Entertainment, Inc. 20880 Stone Oak Parkway San Antonio, TX 78258		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREENWICH INS CO	NAIC # 22322
		INSURER B: XL INS AMERICA INC / XL SPECIALTY INS CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 53768172

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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RGD300052803	11/01/17	11/01/18	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 - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <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			RAD943770903	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD300052903/RWR3003	11/01/17	11/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

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.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Safety Division of Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305 USA	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>

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October 5, 2018

NH Department of Safety
33 Hazen Drive
Concord, NH 03305

RE: 11/1/2018 Casualty Insurance Renewal

Aon Risk Services Southwest, Inc is the casualty broker of record for iHeartMedia, Inc. Please accept this letter as confirmation that we are in the process of the 11/1/18 renewal and that all post renewal outputs, including certificates of insurance will be mailed to the certificate holders upon receiving all binding documentation from the insurance carriers and prior to the expiration date.

Should you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Portie".

Candace Portie
Account Specialist