



October 21, 2013

Mr. Justin McCarthy
Judicial Watch, Inc.
425 Third St., SW, Suite 800
Washington, DC 20024

**Re: Request for Information
PIA-2013-09-12-A**

Dear Mr. McCarthy:

The Maryland Health Benefit Exchange has received your letter dated September 4, 2013, and subsequent clarification of September 20, 2013, in which you request access to certain records pursuant to Maryland's Public Information Act. Specifically, you have requested:

Any communication between the Maryland Health Benefit Exchange and

1. The U.S. Department of Health and Human Services (HHS), specific to records that relate to promotion of various sports teams and leagues;
2. The Baltimore Ravens.

The time frame for this request runs from January 1, 2010, to present.

Attached you will find all documents in the custody and control of the Maryland Health Benefit Exchange that are responsive to your request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danielle Davis", is positioned above the printed name.

Danielle Davis
Director of Communications and Outreach

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “**Agreement**”) is made and entered into effective as of September 9, 2013 (the “**Effective Date**”), by and between the Weber Shandwick, on behalf of Maryland Health Connection, a Maryland corporation (the “**Sponsor**”), with offices located at 2890 Boston Street, Suite 8, Baltimore, MD 21224, and Baltimore Ravens Limited Partnership (the “**Ravens**”), a Maryland limited partnership, located at 1 Winning Drive Owings Mills, MD 21117.

WHEREAS, Sponsor is engaged in the business of health insurance.

WHEREAS, the Ravens own and operate a franchise in the National Football League (the “**NFL**”) known as the Baltimore Ravens, and has the right to grant certain sponsorship rights and other benefits related to the Baltimore Ravens and M&T Bank Stadium (the “**Stadium**”) in the Territory, as defined below.

WHEREAS, subject to the terms and conditions of this Agreement, Sponsor desires to purchase the products and services set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual obligations of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. STATUS:

(a) **NFL Disclaimer of Product Endorsements.** Nothing contained in this Agreement authorizes Sponsor to represent in any oral or written form or in any communication medium that any product or service of the Sponsor or its affiliates or subsidiaries (“**Sponsor’s products or services**”) has been endorsed, selected or approved by the NFL. The permission granted Sponsor hereunder to use any authorized phrase does not expressly or by implication connote that the Ravens or the NFL has made any inquiry to ascertain, by use of standards or other criteria, the relative merits of any of Sponsor’s products or services in comparison with competitive products.

2. PRODUCT AND SERVICES:

(a) **Sponsorship Rights and Other Benefits.** The Ravens shall provide Sponsor with the following products and services as provided in **Exhibit A - Products and Services** (hereinafter referred to as the “**Products**” or “**Services**” or both).

(b) **Promotional Grant.** Sponsor shall have the right to use the Baltimore Ravens Trademarks (herein defined) **in connection with the benefits provided in this agreement** and subject to the terms and conditions of this Agreement in the Territory. Sponsor agrees and acknowledges that the Ravens are not granting Sponsor the right to: (i) use the marks and logos of the Ravens other than the Baltimore Ravens Trademarks, (ii) use the marks and logos of the NFL or any NFL team other than the Ravens, as set forth herein, (iii) combine the marks and logos of the Ravens with the marks and logos of the NFL or any other NFL team, the NBA, the NHL, MLB, or AFL or any NBA, NHL, MLB, or AFL team or (iv) use the marks and logos of the Ravens outside the Territory.

(c) **Athletes’ Names; Athletes’ Individual Endorsements.** Sponsor acknowledges that Ravens are not granting Sponsor any right to use the names, signatures, photographs or likenesses of any Ravens’ football player in connection with a commercial product or service, and that any use by Sponsor must be approved by the individual athlete. Sponsor expressly understands and agrees that any Ravens’ football player has the right to use, accept or endorse any product from anyone in competition with Sponsor.

(d) **Approval.** Each advertisement and promotional program conducted by Sponsor pursuant to the terms hereof will be jointly coordinated by Sponsor and the Ravens and subject to final approval by the Ravens. All promotional or other materials, advertisements, commercials, spots and signage to be used in connection with the Products and Services shall be subject to final approval by the Ravens.

(e) **Non-Ravens Controlled Events.** Sponsor acknowledges and agrees that the Ravens do not control at the Stadium certain non-Baltimore Ravens-related events. The Ravens shall not be liable to Sponsor nor shall the Sponsor be entitled to any Fee (as defined below) reduction if, during such events, Sponsor Signage is temporarily covered or removed or if such events are sponsored by, and signage is provided to, a competitor of Sponsor.

(f) **NFL Rules.** Sponsor understands and agrees that this Agreement is subject to and subordinate to (to the extent applicable): (i) the NFL Constitution and Bylaws; (ii) all other rules, regulations and policies of the NFL and the league resolutions; (iii) any collective bargaining agreement to which the NFL or any member club is a party; (iv) all consent decrees and settlement agreements entered into between or among the NFL and its member clubs in furtherance of NFL business or interests or as otherwise authorized directly or indirectly by the NFL Executive Committee, the NFL Commissioner, or the NFL Constitution; and (v) any national network agreement between the NFL and third parties and any national corporate marketing, licensing, sponsorship or similar agreement between the NFL and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the NFL Commissioner (collectively, the "NFL Rules"). If the Ravens cannot provide the Product and Services listed on **Exhibit A** because of the NFL Rules, then the Ravens and Sponsor will make a good faith effort to agree on the substitution of other services or assets by the Ravens of equal or greater value. If the parties do not reach agreement on a substitution of other services or assets, Sponsor shall be entitled to an equitable refund in the amount of the reasonable value to Sponsor of the items not received by Sponsor.

3. **TERM:** The term of this Agreement shall commence on the Effective Date and continue until March 31, 2014 unless this Agreement is sooner terminated as provided herein.

4. **TERMINATION:**

(a) **Termination by the Ravens.** Without prejudice to any other rights or remedies that the Ravens may have, the Ravens may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

(i) Sponsor shall fail to make a payment when due in accordance with **Section 5** hereof, provided however that Sponsor shall have fifteen (15) days following written notice from the Ravens to remedy any such failure to pay without penalty or prejudice hereunder;

(ii) Sponsor shall fail to comply with **Section 6** hereof in any material respect and fail to cure the same within fifteen (15) days of receipt of written notice of such failure;

(iii) Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("**Bankruptcy Law**"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within ninety (90) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets;

(iv) Sponsor shall default under any other material provision of this Agreement and shall have failed to cure such default within fifteen (15) days after it received written notice of such material default from the Ravens; or

(v) any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(b) **Sponsor Default.** Notwithstanding anything to the contrary herein, in the event the Sponsor defaults under any provision of this Agreement and such default remains uncured for a period of fifteen (15) days, then the Ravens, in its sole and absolute discretion, shall have the right to: (a) suspend the Products and Services until Sponsor has cured the default, (b) terminate this Agreement and arbitrate against Sponsor for all recoverable damages incurred by the Ravens arising from or related to Sponsor's default, or (c) seek all such other relief available at law or in equity. If the Ravens elect to terminate this Agreement pursuant to this **Section 4(b)**, the Ravens shall be entitled to retain all funds paid by Sponsor. The above rights are cumulative and any one or more of such rights may be exercised separately or concurrently to the extent provided by law.

(c) **Termination by Sponsor.** Without prejudice to any other rights or remedies that Sponsor may have, Sponsor may terminate this Agreement immediately by delivery of notice to the Ravens at any time if any of the following events shall occur:

(i) The Ravens shall fail to comply with **Section 6** hereof in any material respect or otherwise fail in any material respect to fully deliver the Products and Services and fail to cure the same within fifteen (15) days of receipt of notice of such failure;

(ii) any of the events described in **Section 4(a)(iii)** above shall occur with respect to the Ravens;

(iii) The Ravens shall default under any provision of this Agreement and shall have failed to cure such default within fifteen (15) days after it received written notice of such default from Sponsor; and

(iv) any of the representations or warranties made by the Ravens in this Agreement shall prove to be untrue or inaccurate in any material respect.

(v) the Ravens shall sell their NFL franchise rights, or relocate to any location other than Baltimore, Maryland.

(d) **Ravens Default.** Notwithstanding anything to the contrary herein, in the event the Ravens default under any provision of this Agreement and such default remains uncured for a period of fifteen (15) days, then the Sponsor, in its sole and absolute discretion, shall have the right to: (a) suspend performance, (b) seek all such other relief available at law or in equity. If the Sponsor elects to terminate this Agreement pursuant to this **Section 4(c)**, the Sponsor shall be entitled to a full refund of all funds paid by Sponsor hereunder. The above rights are cumulative and any one or more of such rights may be exercised separately or concurrently to the extent provided by law.

(e) **Survival.** Sections 4(b), 4(d), 6(e), 7(a), 9, 11, 13, 14, 15, and 16 shall survive the termination or expiration of this Agreement.

5. **SPONSORSHIP FEE:**

(a) **Payment.** In consideration for the Products and Services provided hereunder, Sponsor shall pay to the Ravens a total of One Hundred Thirty Thousand dollars (\$130,000) (the "Fee") in cash based on the following schedule:

Year	Sponsorship Fee
Year 1	\$130,000

The Fee shall be net of any broker or agent fees or commissions. Sponsor shall pay the Fee in three (3) equal installments. The first payment will be due on or before October 1, November 1 and December 1 of each contracted year. The Ravens shall send an invoice to Sponsor at least thirty (30) days prior to the payment due date and payment shall be due within thirty (30) days after Sponsor's receipt of said invoice. All payments shall be in immediately available funds and shall be delivered to such account as the Ravens may specify from time to time.

(b) **Post Season Option.** Notwithstanding any other provision hereof, Sponsor will have the option to receive the Product and Services set forth in **Exhibit A ("Post Season Option")** for each post-season game played by the Ravens during the Term ("**Post Season Term**"). To receive these Products and Services, Sponsor must provide written notice to the Ravens of its election to exercise the Post Season Option on or before December 1 of each contract year. If Sponsor exercises the Post Season Option, for the (i) first postseason game played by the Ravens at the Stadium during the Post Season Term, Sponsor shall, within twenty (20) days after such post-season game and receipt of invoice of the same, pay the Ravens Seven Thousand Five Hundred dollars (\$7,500), (ii) for each of the second and third post-season games played by the Ravens at the Stadium during the Post Season Term, Sponsor shall, within twenty (20) days after such post-season game and receipt of invoice of the same, pay the Ravens Seven Thousand Five Hundred dollars (\$7,500), (iii) first post-season game played by the Ravens other than at the Stadium during the Post Season Term, Sponsor shall, within twenty (20) days after such post-season game and receipt of invoice of the same, pay the Ravens Seven Thousand Five Hundred dollars (\$7,500), and (iv) second post-season game played by the Ravens other than at the Stadium during the Post Season Term, Sponsor shall, within twenty (20) days after such post-season game and receipt of invoice of the same, pay the Ravens Seven Thousand Five Hundred dollars (\$7,500), (v) third post-season game played by the Ravens other than at the Stadium during the Post Season Term, Sponsor shall, within twenty (20) days after such post-season game and receipt of invoice of the same, pay the Ravens Seven Thousand Five Hundred dollars (\$7,500), (together the "**Post-Season Fee**"). The Post-Season Fee payments shall be in addition to any other Fees or monies owed pursuant to this Agreement.

(c) **Late Fee Payment.** If a Fee payment is not received by the Ravens within thirty (30) days of when due, then any such amounts shall bear interest from the date the payment was due until paid, at a per annum rate of interest equal to the lesser of ten percent (10%) or the highest non-usurious rate permitted by applicable law.

6. **INTELLECTUAL PROPERTY:**

(a) The Ravens represent and warrant that it owns or has the right to grant the use of certain names, trademarks, service marks, and copyrights associated with the Baltimore Ravens, as set forth on **Exhibit B** (collectively, the "**Baltimore Ravens Trademarks**"), and owns and/or has certain merchandising rights in and to the Baltimore Ravens Trademarks, and all goodwill associated with or symbolized by the Baltimore Ravens Trademarks necessary to provide Sponsor with the Products and Services.

(b) Sponsor represents and warrants that it owns and/or has the right to grant the use of certain names, logos, trademarks, service marks, and copyrights as set forth on Exhibit B (the “Sponsor Trademarks, collectively with the Baltimore Ravens Trademarks, the “Marks”), and owns or has certain merchandising rights in and to the Sponsor Trademarks, and all goodwill associated with or symbolized by the Sponsor Trademarks.

(c) The Ravens and Sponsor may make various references to the Products and Services and may display the Marks referenced herein in accordance with the terms of this Agreement. Each party hereto grants to the other a nonexclusive, non-assignable, nontransferable license to use the Marks, subject to the respective party’s prior approval, during the term of this Agreement and subject to the terms and conditions set forth in this Agreement, solely in connection with the Products and Services as described on Exhibit A. This license with respect to the Baltimore Ravens Trademarks shall be limited to the Territory. As used herein, the Territory shall mean the state of Maryland (excluding Montgomery and Prince Georges Counties) and the metropolitan areas of York and Harrisburg in the Commonwealth of Pennsylvania.

(d) The Ravens and Sponsor must agree as to the form and content of any commercial spots, promotional, advertising or other materials provided as part of the Products and Services prior to their use, subject to final approval by the Ravens (except as specifically provided in this Agreement). Sponsor shall submit all proposed commercial spots, advertising and promotional materials to the Ravens in writing (or such other video, audio or digital format if applicable) and if the Ravens do not approve or reject such materials within a maximum of (5) business days after receipt thereof, then the Ravens shall be deemed to have approved such materials. Approvals must be granted by the Ravens prior to production and are subject to NFL restrictions generally applicable to NFL tie-in commercial spots, promotional advertising or other materials. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but in any event within thirty (30) days. Sponsor understands that any NFL game film footage for use in advertising must be acquired from NFL Films at customary prices to be paid by Sponsor.

(e) Neither party will impugn, challenge or assist in any challenge to the validity of the other party’s Marks, any registrations thereof, or the ownership thereof. Each party will be solely responsible for taking such actions as it deems appropriate to obtain trademark, service mark or copyright registration for its respective Marks. All uses of or references to the Marks shall inure to the benefit of the respective owner, and all rights with respect to the Marks not specifically granted in this Agreement shall be and are hereby reserved to the respective owner.

(f) Neither party is granted any right or license under this Agreement to sell, or otherwise distribute for sale, any of the promotional or advertising materials, or items related thereto. If a party desires to sell, or distribute for sale, any of such materials or other merchandising or novelty items bearing the names, trademarks, copyrights or other intellectual property of the other party, then it shall request permission to do so from the other party, and if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

(g) All of the rights granted hereunder with respect to the Marks are personal to the recipient thereof and such rights may not be transferred or otherwise assigned, leased or sold.

(h) Each party recognizes the value of the goodwill associated with the other party’s Marks and acknowledges and agrees that any goodwill arising out of its use of the other party’s Marks shall inure to the sole benefit of the other party for all purposes hereof. Each party shall have the right to establish reasonable quality control and usage guidelines over the other party’s use of its Marks to the degree necessary, in the opinion of such party, to maintain the validity and enforceability of its Marks and to protect the goodwill associated therewith. Each party agrees to cooperate in facilitating the monitoring and control by the other party of the use of such other party’s Marks.

7. **SPONSOR OBLIGATIONS:**

(a) Except as otherwise specifically provided in this Agreement, Sponsor shall be solely responsible for and shall bear all costs associated with the (i) design, installation, maintenance, preparation and production of promotions, giveaways and advertisements, and (ii) production of commercials or spots.

(b) Sponsor acknowledges and agrees that it is the sole responsibility of Sponsor to provide the advertisement copy, commercials, spots and signage content and design to be used in connection with the Products and Services, including but not limited to any logo. Sponsor further agrees that it will furnish the above material to the Ravens, or other designated party, as appropriate, in a broadcast or camera-ready form suitable for the specific type of advertising medium being employed and in accordance with reasonable deadlines established by the Ravens, or other designated party.

(c) Sponsor agrees that a failure of Sponsor to comply with the established deadlines or formats shall be deemed a waiver by Sponsor of those specific Products and Services that pertain to Sponsor's non-compliance until such time as Sponsor complies with established deadlines and formats. The Ravens shall have no liability arising from such waiver.

8. **WARRANTIES:**

(a) **Ravens Warranties.** The Ravens represents and warrants that:

(i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

(ii) Use of the Baltimore Ravens Trademarks as authorized by this Agreement does not infringe upon the copyright, patent, trademark, service mark or other proprietary right, or otherwise misappropriate any proprietary rights of any third party. The Ravens further represents and warrants that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest to the Baltimore Ravens Trademarks that would conflict with its obligations under this Agreement. To the extent that any or all of the Baltimore Ravens Trademarks (or any components thereof) belong to a third party, the Ravens represents and warrants that it has the right to license such Baltimore Ravens Trademarks (or components thereof) to Sponsor; and

(iii) the Ravens have all licenses, permits or other authorizations necessary to conduct the Baltimore Ravens Games at the Stadium (the "**Home Games**") as contemplated under this Agreement.

(b) **Sponsor Warranties.** Sponsor represents and warrants that:

(i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

(ii) Use of the Sponsor Trademarks as authorized by this Agreement does not infringe upon the copyright, patent, trademark, service mark or other proprietary right, or otherwise misappropriate any proprietary rights of any third party. Sponsor further represents and warrants that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest to the Sponsor Trademarks that would conflict with its obligations under this Agreement. To the extent that any or all of the Sponsor Trademarks (or any components thereof) belong to a third party, Sponsor represents and warrants that it has the right to license such Sponsor Trademarks (or components thereof) to the Ravens;

(iii) any information or data collected by Sponsor in connection with the Products and Services will be used and maintained in accordance with its privacy policy, solely for the Sponsor's internal use, and will not be distributed to any third party without the prior written consent of the Ravens;

(iv) the logo set forth on Exhibit B, is an accurate representation of Sponsor's logo; and

(v) it has all government licenses, permits or other authorizations necessary to conduct its business.

9. INDEMNIFICATION:

(a) Sponsor shall indemnify, defend and hold harmless the Ravens, its parent, subsidiaries and affiliated companies and their respective shareholders, officers, directors, employees, members, agents, trustees, sponsors, receivers and assigns from and against any and all liability, loss, damage, expenses, court costs and attorneys' fees in connection with, or arising out of, directly or indirectly, related to (i) intentionally harmful or negligent actions or omissions taken (or not taken, as the case may be) by the Sponsor or its agents in connection with this Agreement; (ii) the failure of Sponsor, or those acting under it, to comply with the terms and conditions of this Agreement; (iii) false or deceptive advertising by Sponsor; provided such false or deceptive advertising is not cause by the negligence of the Ravens, (iv) the Ravens' use of Sponsor Trademarks as authorized by this Agreement.

(b) Ravens shall indemnify, defend and hold harmless the Sponsor, its parent, subsidiaries and affiliated companies and their respective shareholders, officers, directors, employees, members, agents, trustees, sponsors, receivers and assigns from and against any and all liability, loss, damage, expenses, court costs and attorneys' fees in connection with, or arising out of, directly or indirectly, related to (i) intentionally harmful or negligent actions or omissions taken (or not taken, as the case may be) by the Ravens or its agents in connection with this Agreement; (ii) the failure of Ravens, or those acting under it, to comply with the terms and conditions of this Agreement; (iii) false or deceptive advertising by Ravens; provided such false or deceptive advertising is not cause by the negligence of the Sponsor, and (iv) the Sponsor's use of Ravens Trademarks as authorized by this Agreement, including any claim that the Ravens Trademarks (or any component thereof) infringes upon the patent, copyright, trademark, service mark or other intellectual property rights of any third party.

10. **AMENDMENT/WAIVER:** This Agreement may not be changed orally but only by a written instrument signed by all parties. The failure of either party to object or to take affirmative action with respect to any conduct of the other party that is in violation of the terms of this Agreement shall not be construed as a waiver of such violation or breach, or of any future violation or breach. Subject to **Section 7(c)** hereof, no waiver of any provision of this Agreement shall be effective unless such waiver is memorialized in a writing signed by the waiving party.

11. **RELATIONSHIP AND AUTHORITY:** Nothing contained herein shall be construed to imply the existence nor the creation of a partnership, joint venture, or employer and employee relationship between Sponsor and the Ravens, and except as otherwise expressly provided herein, neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

12. **INSURANCE:** At its sole cost and expense, Sponsor shall procure and maintain in effect through the Term, the following insurance coverage: (i) Commercial General Liability insurance in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage (including advertising injury) and an aggregate of at least \$2,000,000 for any such injury or damages, (ii) contractual liability insurance with respect to the indemnity provisions of this Agreement and otherwise, and (iii) Automobile Liability insurance in an amount not less than \$500,000 per accident. All such insurance shall (a) be "occurrence" type policies and shall not be "claims made" policies, (b) be written with an insurance carrier licensed to do business in the State of

Maryland with an A.M. Best rating of A-, VII or better, (c) name the Team and its respective partners, employees, contractors and other representatives as additional insured, (d) be written to be payable to the insured parties as their respective interests may appear, and (e) include a waiver of subrogation in favor of Team. Sponsor shall deliver to Team at least thirty (30) days after the execution of this Letter Agreement a complete certificate of insurance showing the required coverages, limits and additional insured wording with language stating that Team shall be provided with at least thirty (30) days prior written notice of any modification, termination or expiration of any of the policies.

13. **CONFIDENTIALITY OF TERMS:** The parties hereto agree to maintain in confidence the specific terms and conditions of this Agreement except to the extent that a proposed disclosure of the specific terms or conditions hereof by either party is required by law, with respect to any arbitration or judicial proceeding brought hereunder, or the NFL or is authorized in advance in writing by the other party.

14. **NOTICES:** All notices under this Agreement must be in writing, and shall have been deemed to have been duly delivered when sent via facsimile, registered or certified mail, or commercial overnight delivery to the following addresses, unless the party to be notified has otherwise provided the other with written notice of its change of address in accordance with this Section:

If to Sponsor:

Weber Shandwick
Chuck Fitzgibbon, EVP
2809 Boston Street, Suite 8
Baltimore, MD 21224

If to Ravens:

Baltimore Ravens Limited Partnership
1 Winning Drive
Owings Mills, MD 21117
Attn: President
Vice President, Corporate Sales & Business Development
410-701-4108, facsimile

15. **GOVERNING LAW/VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to choice of law provisions.

16. **ARBITRATION PROVISION:** With the exception of equitable remedies that may be sought by either party in a court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or any modifications or extensions hereof, including any claim for damages or rescission or both shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator, to be mutually agreed upon by the parties. The arbitration shall take place in Baltimore, Maryland. If the parties cannot agree on such arbitrator, then it shall be selected according to the rules of the AAA. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The non-prevailing party in any arbitration shall be responsible for the AAA filing fee and arbitrator's fee.

17. **ASSIGNMENT:** Neither party may assign its rights under this Agreement to any third party, or otherwise contract, subcontract, or delegate the performance of its obligations hereunder to any third party without the express prior written consent of the other party; provided, that the merger, consolidation or sale of all the stock of either party into, with or to its parent company, or any other company controlled by the parent company, shall not constitute an assignment for purposes of this Agreement. Notwithstanding the foregoing, the

Ravens may, without the prior written consent of Sponsor, assign any of its rights to payment under this Agreement to: (i) any subsidiary, parent or other affiliate of the Ravens; or (ii) any lender or other source of financing for the Ravens (or any subsidiary, parent or other affiliate) or any trustee therefore as collateral or other security for such financing, whether by security agreement, collateral assignment or otherwise.

18. **BINDING AGREEMENT:** This Agreement shall be binding on all parties upon execution.
19. **COMPLIANCE WITH LAWS:** Each party will perform its obligations under this Agreement in compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
20. **FORCE MAJEURE:** The Ravens shall use reasonable efforts to provide the Products and Services described herein; provided, however, where any benefit to be provided to Sponsor under the Agreement is prevented by guidelines or restrictions of the NFL established subsequent to the date of this Agreement, changes in game schedules or locations, technical or mechanical difficulties, preemptions, strikes, lock-outs, labor disputes, boycotts, riots, war or national emergencies or disasters, terrorist acts or threats of terrorist acts, governmental restrictions, acts of God, or any other cause beyond the control of the Ravens, then the performance of such benefit shall be excused, and the Ravens shall, at the Ravens' option, either refund to Sponsor the reasonable value to Sponsor of such performance or benefit or substitute another performance or benefit of comparable value reasonably acceptable to Sponsor.
21. **ENTIRE AGREEMENT:** This Agreement, including Exhibit A and Exhibit B, contains the entire Agreement of the parties relating to the subject matter contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written between the parties hereto.
22. **COUNTERPART:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Agreement shall be deemed to be the execution of a counterpart of this Agreement.
23. **APPROVALS:** Notwithstanding anything herein contained to the contrary, all approvals by the Ravens as herein provided shall not be unreasonably withheld, delayed or conditioned.

WHEREFORE, the Ravens and Sponsor have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date set forth above.

BALTIMORE RAVENS LIMITED PARTNERSHIP

By: 
Name: Kevin Rochlitz
Title: V.P., Corporate Sales & Business Development

WEBER SHANDWICK
On behalf of Maryland Health Connection

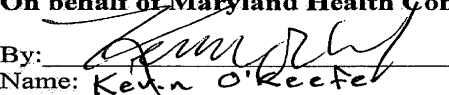
By: 
Name: Kevin O'Keefe
Title: President (Baltimore)

Exhibit A

I. TELEVISION EXPOSURE

The Sponsor acknowledges that its television advertisements will run only on the original broadcast of each of the programs and that any re-broadcast may not include the Sponsor's advertisements, such re-broadcasts not to occur within twenty-four (24) hours of the original broadcast. Notwithstanding any other provision of this Agreement, the Sponsor also acknowledges that the Ravens will be required to offer any replacement commercial spots or compensatory value to the Sponsor in the event, for any reason, a pre-season game is blacked out or tape-delayed (in such a manner that the commercial spots are not broadcast).

Ravens Report Show. The Sponsor will be entitled to one (1) "Game Plan Offense" feature and one (1) "Game Plan Defense" feature in each episode Ravens Report airing on WBAL Plus and Comcast SportsNet for seventeen (17) shows.

II. RADIO EXPOSURE

The Sponsor acknowledges that the Team will be required to offer any replacement commercial spots or compensatory value to the Sponsor in the event, for any reason, a radio broadcast is blacked out or tape-delayed (in such a manner that the commercial spots are not broadcast) or if there is a Baltimore Orioles game on WBAL 1090AM at the same time as a Ravens game or show. It is Sponsor's responsibility to provide radio spots on approved format at least one (1) weeks prior to each broadcast date.

Gameplan. The Sponsor will be the title sponsor of the Game Plan show which airs each Wednesday night of the regular season. The Sponsor will receive seventeen (17) total 0:30 second commercials, one (1) opening billboard, one (1) closing billboard and name mentions in each show. The Sponsor logo will be incorporated into the Game Plan show logo and will be included in all show promotion, including print and internet advertisements.

Monday Night Live Show. The Sponsor will receive sixteen (16) total 0:30 second commercials in Monday Night Live on WBAL.

One on One Show. The Sponsor will receive sixteen (16) total 0:30 second commercials in One on One which will air on WBAL AM during the regular season.

Ravens Report. The Sponsor will receive sixteen (16) total 0:30 second commercials in Ravens Report which will air on WBAL AM during the regular season.

Purple Passion. The Sponsor will receive sixteen (16) total 0:30 second commercials in Purple Passion which will air on WBAL AM during the regular season.

In-Game Broadcast (WBAL AM & 98 Rock). The Sponsor will receive one (1) total 0:30 second commercials on WIYY and one (1) total 0:30 commercials on WBAL in the Ravens In-Game Broadcast. The In-game broadcast airs thirty minutes prior to kickoff and 15 minutes after the game ends for four (4) preseason games and sixteen (16) regular season games for a total of forty (40) in-game spots.

Gameday Rotator 98 Rock Pre and Post Game. The Sponsor will receive two (2) 0:30 second commercials to rotate throughout the 98 Rock Pre and Post Game Shows for each pre and regular season games for a total of forty (40) spots. One spot will run between either the Pre Game Shows (7:00am – 12:30pm) or the Post Game

Show (4:30pm – 7:00pm) and one spot will run between either the Pre Game Show (12pm – 12:45pm) or the Post Game Show (4pm – 5pm).

Gameday Rotator WBAL Pre and Post Game. The Sponsor will receive one (1) total 0:30 second commercial to rotate throughout the WBAL AM Pre and Post Game Shows for each pre and regular season games for a total of twenty (20) spots. The spots will run between either the Pre Game Shows (7:00am – 12:30pm) or the Post Game Show (4:30pm – 7:00pm).

Sports Programming. Sponsor will receive a total of forty four (44) 0:30 second commercials in Weekday Sports Programming on WBAL AM from 7-9pm Monday – Friday through the regular season.

III. WEBSITE

A. Ravens Web Site. Sponsor's logo shall appear on the Baltimore Ravens official website, www.BaltimoreRavens.com (the "**Web Site**"), for the length of the agreement. The Sponsor logo and link will be located on a variety of pages throughout the website. The Sponsor's logo may contain a hotlink to a website directing viewers to the Sponsor's own website (the "**Notification Page**"). Sponsor will receive an annual Gold Package, a yearly, run-of-site package. (Guaranteed 3,000,000 impressions in 300x250 ad units, 1,000,000 impressions in 234x60 ad units, 400,000 impressions in 728x90 ad units, 250,000 impressions in 300x100 ad units, 1,300,000 impressions in mobile ad units, and 25,000 impressions in pre-roll and pre-roll companion ad units (total of 6,000,000 guaranteed impressions).

B. Ravens E-Newsletters. Sponsor will receive logo presence and promotional text in three (3) Ravens e-newsletters throughout the term of the Agreement. The e-newsletters will include the Sponsor promotions and the Ravens and Sponsor will mutually agree on language to be included in the e-newsletters. Sponsor's logo will contain a link to the Sponsor's website. The Sponsor and the Ravens will mutually agree upon the dates of the e-newsletters.

C. Ravens Facebook Page. Sponsor will receive exposure on the Baltimore Ravens Social Media Facebook Page, Right Rail Ad, as part of a Facebook advertising campaign. The campaign will run for two (2) weeks. The schedule of the dates on which this campaign will run is TBD.

D. Social Media. Sponsor will receive five (5) tweets from the @RavensPromos Twitter account.

III. SIGNAGE

A. LED Commercial Signage. The Sponsor will be entitled to two (2) 0:30 commercial animation executions on LED boards at M&T Bank Stadium during two (2) regular season games. Such animated execution will occur one time per half during the network breaks or team time-outs. The Sponsor will have creative liberties with the animation. The LED executions in the Stadium shall carry advertising and promotional message as determined by the Sponsor, subject to Ravens final approval (not to be unreasonably withheld, conditioned or delayed). The Sponsor shall be responsible for the production and creation of all such signage and all costs associated therewith after the initial production and installation process and the Ravens shall be responsible for the maintenance and replacement of all signage at the Stadium other than signage provided by the Sponsor, and shall bear all costs associated therewith.

Exhibit B

Baltimore Ravens Trademarks



Sponsor Trademarks



Danielle Davis -DHMH- <danielle.davis@maryland.gov>

Ravens Follow Up

1 message

Naimoli, Ray <Ray.Naimoli@ravens.nfl.net>

Tue, Sep 3, 2013 at 4:23 PM

To: "danielle.davis@maryland.gov" <danielle.davis@maryland.gov>

Cc: "Cline, Aaron" <Aaron.Cline@ravens.nfl.net>, "Burch, Tuck (BAL-OCT) (Tuck.Burch@octagon.com)" <Tuck.Burch@octagon.com>

Hi Danielle,

I hope this note finds you well. It was great to see you at today's press event. On behalf of the Ravens, I apologize for the tardiness of Poe to the event. There was a bad accident on 97N that caused him to run late and arrive as the event was wrapping up. The team at Weber said there will be a launch event on Tuesday, October 1 and we would be happy to have Poe attend that event as a make good.

I look forward to our call tomorrow to discuss PR response to the inquiries that we have received thus far.

All the best,

Ray



Ray Naimoli | Senior Account Executive

Under Armour Performance Center

1 Winning Drive, Owings Mills, MD 21117

(d) 410.701.4127 (c) 703.967.2565

