

**BALTIMORE RAVENS
LICENSING AND MERCHANDISE CONTRACT
#2020-02**

This Contract (“**Contract**”) made effective this ____ day of _____, 2020 by and between the MARYLAND STATE LOTTERY AND GAMING CONTROL AGENCY, an agency of the State of Maryland having an office at Montgomery Park Business Center, 1800 Washington Boulevard, Suite 330, Baltimore, Maryland, 21230, (“**MSLGCA**”), and Baltimore Ravens Limited Partnership (“**Contractor**” or “**Licensor**”), with offices at 1 Winning Drive, Owings Mills, Maryland 21117, and registered to do business in the State of Maryland (“**State**”).

RECITALS

WHEREAS, Contractor is the owner and exclusive licensor to lotteries of marks and licensed properties relating to the National Football League (“**NFL**”) professional football team the Baltimore Ravens (“**Ravens**” or “**Baltimore Ravens**”) designated below as Mark or Marks and the properties designated as the Property or Properties and wishes to grant a license to MSLGCA to use the Properties, including Marks; and

WHEREAS, MSLGCA desires a license to use the Properties on or with MSLGCA instant scratch off lottery tickets (such MSLGCA instant lottery tickets using the Marks and Properties (defined below) are referred to individually as, “**Instant Ticket**”; and jointly as, “**Instant Tickets**”) and Instant Ticket games (individually, “**Instant Game**”; jointly, “**Instant Games**”); and

WHEREAS, Contractor is the owner of and wishes to provide to the MSLGCA to use as prizes as provided herein certain Baltimore Ravens items including tickets to Baltimore Ravens NFL professional football games and certain experiential opportunities with the Baltimore Ravens; and

WHEREAS, MSLGCA desires to offer as prizes as provided herein certain Baltimore Ravens items including tickets to Baltimore Ravens professional football games and certain experiential opportunities with the Baltimore Ravens; and

WHEREAS, Contractor is the owner or exclusive licensor of sales outlets both inside and immediately outside M&T Bank Stadium (“**Stadium**”) and has (pursuant to Maryland Code, State Government Article, Title 9, Subtitle 1 and COMAR Title 36 (“**MSLGCA Regulations**”) a license to sell MSLGCA lottery tickets through sales locations and hawkers in and around the Stadium; and

WHEREAS, MSLGCA desires to have Contractor sell MSLGCA lottery tickets at the Stadium; and

WHEREAS, this licensing and merchandise contract is necessary in order to obtain the

rights to conduct lottery games and promotions associated with the Properties and to obtain the prizes associated with Contractor, and to have MSLGCA lottery tickets sold by Contractor's hawkers;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and undertakings hereinafter set forth, it is agreed between the parties as follows:

A. PROPERTY

1. For valuable consideration set forth herein, Contractor grants to the MSLGCA, MSLGCA's retailers, and MSLGCA's vendors including MSLGCA's Advertising Agency Contractors, and Instant Ticket Contractor a non-exclusive, non-transferable, non-assignable license (collectively referred to as "**License**" herein) in each of the Marks set forth below and the respective Properties of each such Mark and any associated trademark, copyright, and/or patent solely for use in connection with the sale of Instant Tickets bearing the Mark(s) (and subject to the approval of NFL) and in the related Marketing Campaign in the Territory (as defined herein). For the avoidance of doubt, the License specifically excludes the use of the Properties in connection with any lottery game played via the Internet (e.g., an "ilottery" game); however, it does not exclude promotions including second chance, and promotions offered or played via the Internet. MSLGCA obtains the License for the Marks and Properties for the benefit and use by MSLGCA on and for Instant Tickets, related promotions (including but not limited to second chance games and drawings, televised events, special event promotions, and various other media promotions and Prize giveaways, and incorporating various methods of entry and Internet addresses), and advertising and promotion for any of the preceding items, including the Marketing Campaign (defined below). MSLGCA is authorized to print up to three million, six hundred thousand (3,600,000) instant scratch-off tickets at a \$2 price point (+/- 50,000 – 150,000) and four million, five hundred sixty thousand (4,560,000) instant scratch-off tickets (+/- 50,000 – 150,000) at a \$5 price point, using the Marks and Properties and approved by the NFL. The use or non-use of any of the Properties is at the sole discretion of the MSLGCA subject to the terms and conditions of this Contract. In addition, MSLGCA shall be permitted to display the Properties on products and related materials as defined in this paragraph and in this Contract in connection with the Instant Tickets and subject to the terms and conditions set forth herein. MSLGCA acknowledges and agrees that this Contract applies to two games of Instant Scratch-Off Tickets bearing the Marks and that if MSLGCA desires to either sell another Instant Game with Instant Tickets bearing the Marks or implement an Online Ticket promotion, MSLGCA must enter into a new contract with Contractor. This Contract is subject to the terms of NFL 2009 Resolution BV-1.

2. As used herein, the “**Property**” and “**Properties**” shall mean the Marks, names, likenesses, characters, symbols, designs, visual representations, trademarks, copyrights, patents set forth below, and approved artwork associated with each and every Mark. Said Properties are exclusively owned and licensed by Contractor.

The following are the marks, trademarks, copyrights, trade rights, names, likenesses, characters, symbols, designs, visual representations, patents, and licensed properties relating to the Baltimore Ravens which are referred to each individually as, “**Mark**” and jointly or collectively as, “**Marks**” in this Contract. This Contract gives the MSLGCA and its Instant Ticket Printing Contractor, and its Advertising Agency Contractors and subcontractors the rights to use the following Properties on the Instant Tickets and in a Marketing Campaign, marketing communications and advertising materials to promote the Instant Games subject to the terms of this Agreement.

- a. Names:
- "Baltimore Ravens"
 - "Ravens"
 - "ravens"
 - "M&T Bank Stadium"
 - "Edgar," "Allan" and "Poe" - team mascots
- b. Logos anything shown in Baltimore Ravens Style Guide, and Baltimore Ravens logos including Baltimore Ravens helmet art:
- Front-facing views of the Baltimore Ravens bird head (copy attached)
 - Side view of the Ravens bird head, including as in trademark Registration Number 3219949
 - Raven eyes (USPTO Serial Number: 85237538)
 - Ravens BR / Shield logo (USPTO Serial Numbers: 76125665, 76125666, and 76125667)
 - Ravens Season Artwork Campaign
 - Ravens Twenty-Fifth Anniversary Logo (as provided by team)
- c. Ravens Merchandise/Images (for use as wardrobe and/or as props in drawings, photographs or video images and likenesses of):
- Baltimore Ravens uniforms (but no reference to or depiction of any player name or number)
 - Baltimore Ravens licensed merchandise
 - M&T Bank Stadium (include exterior, field and signs containing the name M&T Bank)
 - Ravens training facility (Owings Mills, MD) known as Under Armour Performance Center
 - Ravens bird mascot images
- d. Audio and Video Materials (for use in the production of marketing materials to promote the Instant Game)

- Play-by-play audio from game days (only if no current players or coaches are mentioned)
 - Audio footage of classic Ravens moments (only if no current players or coaches are mentioned)
 - Audio and video from press conferences (only if no current players or coaches are mentioned or depicted)
 - Recordings of Baltimore Ravens bands playing Ravens theme music and/or fight song
 - Audio and video footage of mascot performances
- e. Access to: (for use in the production of marketing materials to promote the Instant Game, in each case as previously approved by Contractor)
- Training facility
 - Training camp while in session
 - Parking lots around Stadium on game days
 - Locker rooms (not on game day)
 - Press conferences
 - Stadium (as mutually agreed upon, on game days, on non-game days and on non-event days and for production purposes)
 - Baltimore Ravens fans in parking lots, at training camps and other events
 - Baltimore Ravens cheerleaders and mascots
 - Retired players (out of uniform; subject to approval of the individual)
- f. Miscellaneous
- Any other items, Marks, and Properties as agreed to between Contractor and MSLGCA.
3. MSLGCA acknowledges that the Contractor is not granting MSLGCA any right to use the names, signatures, photographs or likenesses of any of the Contractor's football players or retired players or any other third party (e.g., fans) in connection with this Contract and that any use by MSLGCA must be approved by the individual athlete or third party. MSLGCA also acknowledges that no coach, player, or other employee of Contractor (including, without limitation, cheerleaders) may affiliate with or endorse MSLGCA, or Instant Tickets bearing the Marks.
4. By May 1, 2020, Contractor shall provide to MSLGCA copies of the written documentation of a) Contractor's trademark(s), copyright(s), patent(s), and other relevant rights in the Property, ("**Registration**"), and b) the description of, term, and expiration date of any such Registration, as well as any registration or other identification number(s), and any other relevant information. If during the Term of this Contract, any relevant trademark, copyright, patent, or other rights are terminated or expire and are not renewed, then Contractor shall give written notification to the MSLGCA of both the termination date and the expiration date. Such notice shall be given at least ninety (90) days before such termination or expiration when such

date is known. Contractor shall also provide a copy of NFL 2009 Resolution BV-1, any amendments thereto, and any other relevant resolutions or other governing documents.

B. SCOPE OF CONTRACT

1. MSLGCA hereby engages the Contractor, which is the sole source of the licenses, License, Prizes (defined below), and Sales Outlets, and access to the Stadium since it owns or controls them, as a sole source provider of the Marks, licensed Properties, Prizes, Sales Outlets, and access to the Stadium, all as defined herein. Contractor agrees to provide to MSLGCA licenses to the Marks, Properties, and services stated in connection with this Contract upon the terms and conditions as stated in this Contract. Contractor further agrees to provide to MSLGCA Prizes as described herein. Contractor further agrees to provide a mutually agreed upon number of sales locations, plus to allow and provide hawkers, at the Stadium (but not in the Seating Bowl) and Stadium-controlled lots and related areas for the sale of MSLGCA lottery tickets by Contractor, who shall remain a licensed MSLGCA agent/retailer, or by a third party which Contractor shall provide who shall become and remain a licensed MSLGCA agent/retailer.
2. MSLGCA has the unilateral right to order, in writing, changes in the work within the scope of the Contract and subject to terms of 2009 Resolution BV-1.
3. The total cost of all amounts paid under this Contract by MSLGCA for all rights, products, merchandise, events, and services under this Contract, excluding any contract modifications, shall not exceed Three Hundred Seventeen Thousand, Nine Hundred and Eighty Dollars (\$317,980).

C. USE OF PROPERTIES AND OTHER PROVISIONS

1. The MSLGCA, the MSLGCA's retailers, MSLGCA's vendors, MSLGCA's printer of instant tickets ("**Instant Ticket Contractor**"), and the MSLGCA's advertising agencies and its subcontractors ("**Advertising Agency Contractors**") are authorized to produce and sell consumer-oriented NFL approved Instant Tickets, and perform or conduct related promotions (including but not limited to second chance games and drawings, televised events, special event promotions, and various other media promotions, Prize giveaways, and promotional contests using various methods of entry and Internet addresses), and produce and place or display supporting marketing materials and advertising and promotional materials for tickets, products, merchandise, events, and services (including but not limited to displays at MSLGCA retailer sites and in advertisements for the MSLGCA Instant Tickets and Instant Games) for any of the preceding items (jointly and collectively, "**Marketing Campaign**") in and throughout the

Territory (as hereinafter defined) subject to the following terms and conditions:

- a. The MSLGCA shall submit all artwork for tickets, point-of-sale and advertising materials to Contractor for approval. In accordance with 2009 Resolution BV-1, all Instant Tickets bearing the Marks must be submitted to and approved in writing in advance by the NFL, in its sole discretion, unless prior approval has been relied upon by MSLGCA. Contractor warrants approval in writing in advance by the NFL shall not be unreasonably withheld or delayed. Other than for Instant Tickets, Contractor shall have five (5) business days after delivery of artwork to Contractor to approve said artwork or return same to the MSLGCA for revision. The MSLGCA shall submit all such revised artwork and advertising to Contractor, and Contractor shall have five (5) additional business days after delivery of artwork to Contractor to approve all such revised artwork or return same to the MSLGCA for further revision. All such artwork and advertising materials shall be deemed approved if Contractor does not respond to the MSLGCA within the specified time-period. In the event of disapproval, written reasons for the disapproval, along with suggestions for obtaining approval shall be provided.
- b. The review and approval process described herein shall include a legal compliance review to ensure the correct placement of all necessary copyright, patent and trademark notices appearing within or in conjunction with each unit of the artwork as may be designated and approved by Contractor. Further, approval by Contractor shall cause MSLGCA, the Maryland State Lottery and Gaming Control Commission, the State of Maryland, and their officers, officials, members, retailers, agents, and employees (all of whom are collectively referred to as, “**Indemnified Parties**”) to be held harmless for any and all claims or suits that may arise to or from Contractor and/or the copyright, patent and trademark holders as a result of incorrect or omission of placement of the notices described herein.
- c. MSLGCA recognizes the value of the goodwill associated with the Property and acknowledges that the Property and all rights therein and the goodwill pertaining thereto belong exclusively to Contractor. Accordingly, upon termination or expiration of this Contract, MSLGCA shall discontinue any and all use of the Property and sale or distribution of any articles bearing the Property, except as specifically set forth in this Contract, including but not limited to the fact that MSLGCA shall be allowed an additional one hundred eighty two (182) days of use for prize redemption by players and that, with regard to the Season Tickets for Life Prize and any other Prizes whose fulfillment or completion falls after the termination or expiration of this Contract, MSLGCA is licensed and authorized to rely on all necessary portions of the Contract

for the entire existence of the Season Tickets for Life Prize and any other Prizes whose fulfillment or completion falls after the termination or expiration of this Contract. Tickets cannot be distributed beyond December 31, 2021.

- d. At its sole discretion, if the MSLGCA learns of any unauthorized use of any Property, copyright, patent, and/or trademarks in the Territory as a result of or in connection with the Marketing Campaign that constitutes an infringement or imitation of the MSLGCA's use of any Property, if the Contractor consents, the MSLGCA may prosecute the alleged infringement or imitation and the MSLGCA shall receive the reasonable cooperation of Contractor in the form of any information or material as the MSLGCA may reasonably require. Contractor may bring an independent action to prosecute any alleged infringement or imitation of any Property.
 - e. All original written material including, but not limited to, reports, software and/or other documentation originated and prepared exclusively for MSLGCA pursuant to this Contract shall belong exclusively to MSLGCA.
2. Prizes. Contractor shall provide to MSLGCA prizes as shown in Exhibit D (individually, “**Prize**”; jointly or collectively, “**Prizes**”). The Prizes may be awarded as prizes on Instant Tickets, in second chance games or drawings, in the Marketing Campaign, to MSLGCA retailers, or otherwise, as determined by MSLGCA. In addition, Contractor agrees that MSLGCA may award or give away in any manner MSLGCA determines is in the best interests of MSLGCA a) unclaimed Prizes (i.e., Prizes awarded but not claimed) and b) Prizes that MSLGCA cannot award, as determined by the MSLGCA. The parties acknowledge that some prizes shall be for the 2020-NFL season and some for the 2021 NFL season, and that the “Ravens Season Tickets For Life” season tickets are for a twenty-year term. For all Prizes, at the sole discretion of the MSLGCA, and any Prize may be assigned or another winner substituted. Further, if, in MSLGCA’s sole judgment, MSLGCA decides to not allow any Prize winner to participate in the Prize, then MSLGCA is authorized to provide cash or another substitute prize to that winner, whether or not a substitute winner is chosen and participates in the Prize and MSLGCA will not pay for any prize not awarded.
3. MSLGCA Sales Outlets and Licensed MSLGCA Lottery Ticket Retailer. Contractor shall provide at the Stadium during Ravens home games a mutually agreed upon number of sales locations, which may include licensed MSLGCA agent/retailers at full sales locations, Play Central HD units (PHDs) and other sales locations, both inside and immediately outside the Stadium, at which Contractor, as a licensed MSLGCA agent/retailer,

authorizes the sale of and shall sell MSLGCA lottery tickets or at which Contractor shall provide another licensed MSLGCA agent/retailer that is authorized to and shall sell MSLGCA lottery tickets. It is intended that these sales locations will be distributed in the Stadium as mutually agreed upon by Contractor and MSLGCA. Contractor shall also authorize and provide for the sale of MSLGCA lottery tickets by i) an average of up to ten (10) teams of hawkers, as determined and directed by the MSLGCA, throughout all Contractor/Ravens-controlled parking lots beginning at least three hours before all Ravens home games begin (as determined and directed by MSLGCA), and continuing until the game starts at all Ravens home games, although Contractor and MSLGCA agree that up to three of the teams of hawkers, as determined and directed by the MSLGCA, may move from the parking lots into the Stadium upon the opening of the gates that allow fans to enter the Stadium; and ii) an average of up to ten (10) teams of hawkers, as determined and directed by the MSLGCA, in the upper and lower concourse levels of the Stadium during and after all Ravens home games. MSLGCA shall provide up to four (4) PHDs which Contractor agrees to place on the Club level, and which may only be moved if jointly agreed upon by MSLGCA and Contractor, but Contractor agrees that MSLGCA may remove one PHD if MSLGCA determines sales warrant the removal. Throughout this Contract the full sales locations, other sales locations, and hawkers referenced in this paragraph shall be referred to individually as “**Sales Outlet**” and jointly or collectively as “**Sales Outlets**”. Contractor agrees to provide for sales of MSLGCA lottery tickets at these Sales Outlets before, during, and after Ravens home games. To fulfill the requirement of providing for the sale of MSLGCA lottery tickets, Contractor shall either a) remain licensed to sell MSLGCA lottery tickets inside and immediately outside the Stadium or b) contract with another entity which shall become and remain appropriately licensed to sell MSLGCA lottery tickets inside and immediately outside the Stadium. In addition, Contractor authorizes MSLGCA to staff at Stadium one (1) lower concourse level kiosk to sell and/or cash MSLGCA lottery tickets during any home Ravens game, as determined by MSLGCA.

4. With regard to Ravens Season Tickets for Twenty Years, Ravens Season Tickets, and Parking, Contractor shall deliver each of the Ravens tickets portions of those Prizes to MSLGCA and, as applicable, Ravens parking passes and Ravens Bucks portions of Prizes, to MSLGCA and MSLGCA shall distribute them to MSLGCA’s winners; Contractor shall deliver to MSLGCA’s winners all remaining portions of those Prizes. Contractor shall deliver Ravens Season Tickets for Twenty Years Prizes to MSLGCA prior to each respective season during the twenty-year term of these Prizes. Contractor shall provide complete fulfillment (including all necessary delivery) of Away Trip Prizes (By Plane) (individually, “Trip” or “Away Trip”) once MSLGCA provides the winner’s name, address and telephone number to Contractor. MSLGCA or its contractors shall provide all W-2Gs.

There shall be no additional charge to MSLGCA or MSLGCA's Prize-winners for any aspect of such fulfillment. Both fulfillment and delivery to MSLGCA of Prizes shall include delivery of all such Prizes, including but not limited to delivery of all tickets, and passes. Any miscellaneous prizes not specifically defined in this Contract shall be fulfilled as jointly determined by Contractor and MSLGCA.

- a. Trip fulfillment shall include the scheduling and coordination of all travel, hotel accommodations, and ground transfers as provided below and delivery of all necessary items and information:
 - i. For each Ravens Away Trip Prize By Plane, travel for two (2) shall be provided on the plane the Ravens team travels on ("**Team Plane**") from Baltimore-Washington International Thurgood Marshall Airport ("**BWI**") to the appropriate destination airport, and back after the game. In addition, Contractor shall provide up to two (2) MSLGCA employees designated by MSLGCA (individually, "**Chaperone**"; jointly, "**Chaperones**") a Trip Prize each, exactly as provided for the winner and guest except that Chaperones shall each be provided a single occupancy hotel room, so that the Chaperones accompany the winners and guests. By way of example and not limitation for the Away Trip, Chaperones shall each receive a trip for one (1) to the same location as winner and guest, to include air travel for one (1) each on the Team Plane from BWI to the destination for the same dates, times, and airplane as those for the winner and guest; accommodations for the same dates, times, ground travel, hotel, and level of accommodation as for the winners and guests, except that Chaperones shall each have a single occupancy room rather than a double occupancy; and all Pre-Travel Planning Arrangements to be the same as for winner.
 - ii. For Away Trips By Plane: Contractor shall provide travel on the Team Plane from BWI for six (6) people (two winners plus one guest each and up to two chaperones) to and from the destination, one meal for each participant on each flight; two pairs of the best available upgraded game tickets and up to two (2) of the best available single game tickets to the destination football game, all to be located together; ground transportation to and from the airport, and from the hotel to the game and back. Each winner and their guest will share a double occupancy room in the hotel where the Raven team stays for the trip ("**team hotel**") for one night. Each chaperone will be provided a single occupancy room at the team hotel for one night (resulting in a total of four rooms). Every winner and guest will be provided with pre-game hospitality and an activity or reception on Saturday.

- iii. **“Trip Prizes”** include the Away Trips. All Trip Prizes are not transferable or assignable without the express written consent of the MSLGCA.
- iv. For all Trip Prizes, the Trip does not include: mileage, insurance, gratuities, meals unless so provided, parking fees, departure fees, luggage fees, alcoholic beverages (other than those served without charge at any reception and/or party or otherwise provided by Contractor), any ground or other transportation not expressly specified, any other items not expressly specified, and personal expenses such as telephone calls, valet service, laundry and the like, as well as (unless incurred by an act or omission of Contractor) revision or cancellation fees which may be charged by the hotel or other suppliers.

For all Trip Prizes, MSLGCA is authorized to provide that, if the Trip winner and/or guest is traveling via air, and winner and/or guest fails to arrive at the designated time of departure, (excluding flight delay) for travel or event (see Rules or waiver), the Trip winner and/or guest is responsible for being present at the designated game/event location at his/her own expense; or the balance of their Trip Prize or that participant’s portion thereof shall or may be forfeited.

- b. For the Ravens Season Tickets for Twenty Years prizes:
 - i. At the sole discretion of the MSLGCA, the prize may be assigned or another winner substituted. Contractor shall provide one pair of tickets (2 tickets) for all home games for twenty (20) years for seats located in the Club II level and their related PSL, plus one parking pass for all home games for the same period.
 - ii. In the event of an NFL lockout, a player strike, and/or other event causing games to be canceled (“cancellation of games”), Contractor shall extend the Ravens Season Tickets for Twenty Years prize at the end of the twenty years such that the winner shall receive tickets for the same number of games as games missed as a result of any such cancellation of games in the same seats represented by the PSL and for the next consecutive game(s) in the season(s) immediately following the last season originally scheduled for the Ravens Season Tickets for Life prize.
 - iii. Each year of the twenty (20)-year Prize, the Contractor shall deliver the Season Tickets to MSLGCA in July and MSLGCA shall deliver the Season Tickets to the winner. If the winner dies, Contractor shall continue to deliver the Season Tickets to MSLGCA and MSLGCA shall determine the successor or other person to whom the Season Tickets shall be delivered. If the Ravens for any reason cease to

operate as an NFL franchise or cease to operate in Maryland, then Contractor shall refund to MSLGCA the Current Ticket Price as provided in Exhibit D, plus any Historic Annual Inflation amount as provided in Exhibit D to obtain the \$225,000 figure for any games not played or not played in Maryland, and a pro rata portion of the PSL Value, for all remaining games in the then-current season and in all remaining seasons; in addition, Contractor agrees to defend, indemnify, and hold harmless the \Indemnified Parties against any and all claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, arising from any such cessation of operations or cessation of operations in Maryland.

- c. For the Ravens Season Tickets prizes, Contractor shall provide twenty-six (26) tickets (13 pairs) in Zones B, D and Club Level 1 (best available seats), with no fee for the PSL. Three pair of tickets will be for the 2020 season and ten pairs of tickets will be for the 2021 season as provided in Exhibit D. Contractor shall provide each pair of Ravens Season Tickets with accompanying Ravens Season Parking for all home games for the entire season. Additionally, the winners of the Zone B and Club Level tickets (three (3) winners and one (1) guest each for a total of six (6) people) will have the opportunity to be on the field for player introductions for one (1) game.
- d. The Club Level and Zone B Ticket winners (three (3) people total) will receive five hundred dollars (\$500) to use at the Ravens Team Store at M&T Bank Stadium on one (1) agreed upon day. The Zone D ticket winners (ten (10) people total) will receive two hundred fifty dollars (\$250) each in Ravens Bucks to use throughout the season at M&T Bank Stadium in concessions and merchandise.
- e. For the Away Trip By Plane prizes, Contractor shall provide each winner and guest with a "gift bag" containing Ravens paraphernalia, such as Ravens shirt and cap, etc.
- f. Winner eligibility to win any Trip Prize and any other Prize shall be determined by the MSLGCA. However, Contractor may deny travel on the Team Plane or charter plane for the Away Trip Prize to any winner or guest who fails the security background check or poses some other safety concern.
- g. If for any reason any Prize or any portion thereof cannot be provided or the MSLGCA determines that circumstances warrant a change, then Contractor agrees to provide a substitute prize of equivalent value, as determined by MSLGCA, or the parties agree to a pro-rata adjustment of the Contract cost or price paid.

- h. Contractor agrees that MSLGCA, may in its sole discretion, determine to purchase some or all of the Prizes (by way of example only, to purchase all prizes except Ravens Away Trip Travel By Plane Packages), and/or some or all of any class of Prize (by way of example only, to purchase only some of the Ravens Season Tickets prizes), and that the price paid by MSLGCA shall be reduced pro rata.
- i. Contractor and MSLGCA agree that Prize values stated in Exhibit D necessarily are estimated values only, and that Exhibit D is intended to be used to provide billing amounts for payments to be made by MSLGCA upon delivery of Prizes to MSLGCA. The actual value of Prizes, when determined upon delivery, shall be stated on the W-2Gs delivered to the winners.

D. GRANT AND UTILIZATION OF PROPERTIES

During the Term of this Contract, subject to the terms of this Contract, Contractor hereby grants to MSLGCA, MSLGCA's Instant Ticket Contractor, and MSLGCA's Advertising Agency Contractors and subcontractors all rights to use, nonexclusively, all Marks and Properties in connection with Instant Tickets and promotions as well as in a Marketing Campaign for them, as provided in this Contract, and the right to reproduce and make copies of the Properties in connection with a Marketing Campaign, and all rights to the Prizes to be provided pursuant to this Contract.

E. MARKETING SUPPORT

Contractor shall provide additional marketing support as MSLGCA may reasonably request from time to time. Contractor also shall provide MSLGCA a style guide depicting acceptable use of the Marks and Properties.

F. FURTHER REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 1. The MSLGCA represents and warrants that it has the right and authority to enter into and perform this Contract.
- 2. The MSLGCA represents and warrants that it will comply with all applicable intellectual property laws, rules and regulations in connection with the Property and the Marketing Campaign(s) therefor and its activities pursuant to this Contract.
- 3. Contractor represents and warrants that: a) it is duly organized under applicable law, and that Contractor has the right and authority to enter into and perform this Contract and to grant the rights and licenses granted

hereunder; b) it is duly authorized to legally operate and conduct business in the State of Maryland; c) this Contract was duly authorized by all necessary corporate actions and when executed this Contract will be a valid and binding obligation of Contractor; d) use of any Mark or Property by MSLGCA will not infringe on or violate the rights of any third parties, including but not limited to any patent, copyright, trademark, service mark, or other intellectual property rights of any third party; e) the granting/licensing of the subject rights to MSLGCA does not violate any contract of Contractor; f) the rights granted are not a trade secret of any other person; g) the sale of merchandise to MSLGCA does not violate any contract or other obligation of Contractor; and h) nothing in this Contract violates or conflicts with any current Rule or Policy of the NFL including without limitation NFL 2009 Resolution BV-1. Contractor agrees to indemnify, defend, and hold harmless the Indemnified Parties against any and all claims, demands, suits, causes of action, losses, damages, including anticipatory profits, liabilities, costs and expenses, including attorneys' fees, arising from a breach of this representation and warranty.

4. Contractor agrees, represents, and warrants that during the Term, MSLGCA is authorized under the terms of the NFL's 2009 Resolution BV-1 and any other relevant rules, to distribute, sell, cash, and advertise Instant Tickets bearing the Marks, including offering a full Marketing Campaign for Instant Tickets bearing the Marks, throughout the Territory.
5. Contractor represents and warrants that Contractor is the sole source of the Marks, Properties, Prizes, and Sales Outlets, as it owns or has the rights to license all rights to the Marks, Properties, Prizes, and Sales Outlets; the Contractor has the right to license MSLGCA to use the Marks, Properties, Prizes, and Sales Outlets as provided in this Contract; and the Contractor has the exclusive right to issue the subject licenses/rights to a lottery in the State of Maryland.
6. Contractor agrees to defend, indemnify, pay reasonable attorneys' fees and hold harmless the Indemnified Parties against any and all claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, arising from any breach by, or action or omission of, Contractor related to the services and/or actions and/or products to be provided under this Contract or arising out of any breach of this Contract, including, but not limited to, any claim of any infringement or violation of any trademark, service mark, copyright, patent, or proprietary right in and to the Mark(s) and/or the Property or any portion thereof, used, copied or displayed pursuant to this Contract, as well as any claim of deceptive advertising, unfair competition, and claims arising from use of the Mark(s) and/or the Property, and/or Contractor's products. The Contractor agrees to hold harmless the Indemnified Parties from and against all claims, damages, liabilities, demands, causes of action, costs and expenses,

including reasonable attorneys' fees, arising out of any breach of representation or warranty by Contractor or action relating to the rights to use the Marks, Properties, Prizes, and/or Sales Outlets as granted in this Contract. MSLGCA also shall have the right to provide additional legal counsel at MSLGCA's own expense in addition to the defense to be provided by Contractor.

7. All indemnification obligations shall survive the Term or expiration of this Contract with respect to claims and/or actions arising from the Contract, for the length of time necessary to cover applicable Prizes and statutes of limitations.
8. The Indemnified Parties have no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors or any owner of any property on which any Sales Outlet(s) may be located as a result of or relating to the Contractor's obligations under this Contract.
9. The Contractor shall immediately notify the Procurement Officer for this Contract of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State of Maryland and/or the Indemnified Parties in the defense or investigation of any claim, suit, or action made or filed against the State or any of the Indemnified Parties as a result of or relating to the Contractor's performance under this Contract.
10. Contractor agrees that MSLGCA may give a copy of the Contract, either partially redacted or not, to MSLGCA's Instant Ticket Contractor.

G. TERRITORY

The MSLGCA is obtaining rights to sell the Properties, Instant Tickets using the Marks as, on, and related to Marketing Campaigns and to use the Properties and Marks in Marketing Campaigns in the State of Maryland (for the avoidance of doubt, specifically excluding the District of Columbia) ("**Territory**"). Contractor acknowledges that MSLGCA's Marketing Campaign(s), including but not limited to, Television and Radio Commercials and Internet and/or digital and social media platforms including an MSLGCA website, could, by virtue of the distribution method, be viewed and/or heard outside the Territory (but MSLGCA shall not intentionally promote the Marketing Campaigns outside of the Territory). As such, MSLGCA will not be in breach of its Territorial restrictions because of any such broadcast(s). MSLGCA may distribute advertising and marketing materials associated with the Properties and Marks during the sale of the Instant Tickets. The MSLGCA shall not in Montgomery or Prince Georges counties advertise the Instant Tickets on billboards or other exterior signs as provided in 2009 Resolution

BV-1. The MSLGCA also is obtaining rights to award the Prizes within a Marketing Campaign and to MSLGCA retailers.

H. TERM OF THE CONTRACT

Subject to the approval of the Maryland Department of Budget and Management, Maryland Board of Public Works, and any other necessary State officials, the Term of this Contract (“**Term**”) shall be as follows: this Contract shall commence on or about May 20, 2020 and shall terminate on November 30, 2022. Notwithstanding the foregoing, MSLGCA shall be allowed an additional one hundred eighty-two (182) days for prize redemption by players. MSLGCA shall deliver all Prizes by July 1, 2022. The term of this Contract shall not preclude the MSLGCA from distributing the Season Tickets for Life Prize annually to the Prize-winner as provided in this Contract.

I. COST and PAYMENT

MSLGCA shall pay a total fee of up to Three Hundred Seventeen Thousand, Nine Hundred Eighty Dollars (\$317,980) for the Prizes, which does include the license for all rights and services under this Contract. Payment for each Prize shall be due from MSLGCA, in accordance with prices shown in Exhibit D, within 30 days after MSLGCA’s receipt of a proper invoice from Contractor for each Prize after MSLGCA receives that Prize, in accordance with State procedures.

MSLGCA shall be liable for no other or further fees under this Contract.

Contractor’s federal taxpayer identification number, 52-2055794, shall be stated on the face of each invoice.

J. INSURANCE

The Contractor shall maintain during the Term of the Contract commercial general liability insurance with broad form contractual coverage with minimum limits of One Million Dollars (\$1,000,000) combined single limit and umbrella insurance in an amount not less than Five Million Dollars (\$5,000,000).

K. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations, including Maryland State Lottery Law, §9-101 et. seq. of the State Government Article of the Maryland Code, and all MSLGCA regulations and any amendments or revisions to any of them. The Maryland State Lottery Law and Regulations and any amendments or revisions thereto are incorporated by reference into this Contract in their entirety.

L. FORCE MAJEURE

If Contractor or MSLGCA is unable to perform any obligation hereunder (other than a payment obligation where performance has occurred) by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, act of Nature or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance (other than a payment obligation where performance has occurred) and may terminate this Agreement upon written notice to the other party.

M. CONTRACT ATTACHMENTS – ENTIRE AGREEMENT

All terms and conditions of the Mandatory Terms, attached as Exhibit A, Contract Affidavit, attached as Exhibit B, Living Wage Requirements for Service Contracts, attached as Exhibit C, Prizes & Licensing, attached as Exhibit D, are made a part of this Contract. This Contract represents the complete, total and final understanding, communication and representations, oral or written, regarding the subject matter of the Contract, and shall be deemed to exist or to bind the parties hereto upon the later of: the time of execution by the parties or the written approval of the Maryland Department of Budget and Management, Maryland Board of Public Works, and any other necessary State officials. No other understanding, communication or representations, agreements, statements or understandings, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. In the event of a conflict in language between Exhibit A and any other document, the provisions set forth in Exhibit A shall govern.

N. NOTICE

All notices hereunder shall be made in writing and shall be delivered by courier, sent by prepaid registered mail or transmitted by facsimile (and promptly confirmed by letter delivered by courier or sent by prepaid registered mail) to the addresses listed below:

Notices to the MSLGCA shall be sent to:

Maryland State Lottery and Gaming Control Agency
Montgomery Park Business Center
1800 Washington Boulevard – Suite 330
Baltimore, Maryland 21230
Fax No.: 410-230-8727
Attn: Robert Howells, Procurement Officer

Notices to the Contractor shall be sent to:

Name: The Baltimore Ravens
Address: 1 Winning Drive
Owings Mills, MD 21117
Fax No.: 410-701-4108
Attn: Brandon Etheridge, General Counsel

Either party may, by written notice in advance to the other party, change the address to which notices and consents are to be mailed. Notices shall be deemed to have been received, if delivered by courier, on the date of delivery; if mailed, five days after the date of mailing; and if transmitted by facsimile, on that business day if the transmission is sent before 5:00 p.m. EST, and on the business day after the date of transmission if the transmission is sent after 5:00 p.m. EST.

In the event of an actual or threatened postal disruption, all notices shall be delivered or sent by facsimile (which facsimile shall be promptly confirmed by letter delivered by courier or sent by prepaid registered mail).

O. NO PARTNERSHIP, ETC.

Nothing in this Contract shall be deemed or construed to constitute or create between the parties hereto a partnership, joint venture or agency.

P. ADDITIONAL CONDITIONS

This Contract shall not be altered, modified or varied except in a writing signed by the parties.

Contractor acknowledges the right of MSLGCA to enforce the terms and conditions of this Contract, either in conjunction with, or independent of its Instant Ticket Contractor.

Headings are for convenience only and are not a part of the Contract and shall not affect in any way the meaning or interpretation of the Contract.


The Recitals above are included in and are made a part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written. The persons executing this Contract expressly represent that they are authorized to sign this Contract on behalf of and to bind the respective parties.

Witness:

**BALTIMORE RAVENS
LIMITED PARTNERSHIP**

_____ By:  Date: Apr 13, 2020
Print Name: _____ Print Name: Kevin Rochlitz
Title: _____ Title: General Partner

Witness:

**MARYLAND STATE LOTTERY AND GAMING
CONTROL AGENCY**

_____ By: _____ Date: _____
Print Name: _____ Name: _____
Title: _____ Gordon Medenica
Title: Director

Approved as to form and legal sufficiency this _____ day of _____, 2020:

Daniel W. Baker
Assistant Attorney General

Approved by Maryland Board of Public Works, date: _____
Item #: _____

APPROVAL OF MARYLAND STATE LOTTERY AND GAMING CONTROL
COMMISSION

I hereby affirm that on the ____ day of _____, 2020, at its stated monthly meeting for _____, 2020, the Maryland State Lottery and Gaming Control Commission gave its approval to the Baltimore Ravens Licensing and Merchandise Contract #2020-02 pursuant to State Government Article 9-111(a)(5), subject to approval by the Department of Budget and Management and the Board of Public Works.

E. Randolph Marriner
Chair

Maryland State Lottery and Gaming Control Commission

Date








Lottery Prize Agreement

Final Audit Report

2020-04-13

Created:	2020-04-13
By:	Baltimore Ravens (bill.jankowski@ravens.nfl.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDKNyCLLZnh5x6iMR8KqoDdiyE1K3hz

"Lottery Prize Agreement" History

-  Document created by Baltimore Ravens (bill.jankowski@ravens.nfl.net)
2020-04-13 - 2:09:43 PM GMT- IP address: 208.87.234.180
-  Document emailed to Brandon Etheridge (brandon.etheridge@ravens.nfl.net) for signature
2020-04-13 - 2:11:39 PM GMT
-  Baltimore Ravens (bill.jankowski@ravens.nfl.net) replaced signer Brandon Etheridge (brandon.etheridge@ravens.nfl.net) with Kevin Rochlitz (kevin.rochlitz@ravens.nfl.net)
2020-04-13 - 3:15:04 PM GMT- IP address: 208.87.234.180
-  Document emailed to Kevin Rochlitz (kevin.rochlitz@ravens.nfl.net) for signature
2020-04-13 - 3:15:04 PM GMT
-  Email viewed by Kevin Rochlitz (kevin.rochlitz@ravens.nfl.net)
2020-04-13 - 3:26:24 PM GMT- IP address: 45.41.142.177
-  Document e-signed by Kevin Rochlitz (kevin.rochlitz@ravens.nfl.net)
Signature Date: 2020-04-13 - 3:26:52 PM GMT - Time Source: server- IP address: 69.137.46.52
-  Signed document emailed to Baltimore Ravens (bill.jankowski@ravens.nfl.net), Brandon Etheridge (brandon.etheridge@ravens.nfl.net) and Kevin Rochlitz (kevin.rochlitz@ravens.nfl.net)
2020-04-13 - 3:26:52 PM GMT