

ENDORSEMENT AGREEMENT

This ENDORSEMENT AGREEMENT (the "Agreement"), is made to be effective as of January 1, 2013, by and between North Broward Hospital District d/b/a Broward Health, a special taxing district of Florida with a principal place of business located at 303 SE 17th Street, Fort Lauderdale, Florida 33316 ("Broward Health"), and Shine In His Name, LLC, a limited liability company organized and existing in the State of Texas ("Lender") for the services of Ryan Tannehill ("Tannehill"). Lender's address shall be care of The Legacy Agency, Inc. ("TLA"), 230 Park Avenue, Suite 851, New York, NY 10169 (Attn. Jordan Bazant). Broward Health, Lender and Tannehill may be referred to herein individually as a "Party" or collectively, as the "Parties."

WHEREAS, Broward Health is a nationally recognized hospital system offering world class medical and hospital services to the South Florida community, including, without limitation, orthopedic and sports medicine services (the "Services");

WHEREAS, Tannehill is recognized and widely known throughout the world as a professional athlete with the National Football League's Miami Dolphins football team;

WHEREAS, Broward Health desires to acquire, and Lender and Tannehill desire to grant, the right and license to utilize Tannehill's name, approved nickname, initials, voice, likeness, images, autograph, signature, photographs and biographical information (collectively, the "Name and Likeness") and endorsement in connection with the advertisement, promotion, and sale of Broward Health's Services; and

WHEREAS, Broward Health desires to acquire the, and Lender and Tannehill desire to provide Tannehill's, endorsement, advertisement and promotion of Broward Health's Services via live and taped television appearances, television commercials, infomercials, live and taped radio appearances, radio commercials, personal appearances, print ads, banner ads and other forms of online advertising, social media, in-store displays and presentations, and any other form of media, advertising or promotion now known or hereafter devised (collectively, the "Advertising").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Grant of License; Endorsement.

(a) During the Term and the Grace Period (as those terms are defined below), Lender hereby grants to Broward Health the right and license to use and exploit and authorize others to use and exploit, throughout the entire world and in all forms of media, advertising and promotion now known or hereafter devised, Tannehill's Name and Likeness in, and in connection with, the endorsement, sales, advertising and promotion of Broward Health's Services, including, without limitation, via the Advertising (collectively, the "Endorsement").

(b) Without limiting the generality of the foregoing, Lender and Tannehill acknowledge and agree that Tannehill's Endorsement of Broward Health's Services shall include the following personal services to be performed by Tannehill:

(i) each calendar year, Tannehill shall make a total of nine (9) personal appearances (each, an "Appearance") at Broward Health-related events and activities, and, to the extent applicable to each such Appearance:

- a. if such Appearance is for business development or other substantially similar events and activities (other than for a Production Appearance (as hereinafter defined), then such Appearance shall be no longer than three (3) consecutive hours;
- b. if such Appearance is for a filming, photography or other substantially similar production session (a "Production Appearance"), then such session shall be no longer than six (6) consecutive hours (not inclusive of travel time, hair, make-up and other preparatory processes). The Parties agree that the maximum number of Production Appearances in any calendar year shall be two (2); provided, however, that, if Broward Health requires Tannehill to attend more than two (2) Production Appearances in any calendar year, then the Parties agree that Broward Health may conduct up to two (2) additional Production Appearances, provided that each such additional Production Appearance shall not exceed three (3) consecutive hours and that, for each such additional Production Appearance, the total number of Appearances shall be reduced by one (1); (for instance, if Broward Health conducts three (3) Production Appearances in a given calendar year, then there shall only be six (6) remaining Appearances in said calendar year, and if Broward Health conducts four (4) Production Appearances in a given calendar year, then there shall only be five (5) remaining Appearances in said calendar year);

and, provided, however, that Lender and Tannehill acknowledge and agree that, during or at any particular Appearance, Broward Health may request Tannehill to cover multiple topics and accomplish multiple goals (and Tannehill acknowledges and agrees that he shall comply with any such reasonable request) and that the entirety of such particular Appearance shall constitute only a single Appearance for purposes of calculating the number of Appearances made under this Section I(b)(i); provided, further, that neither the introductory meeting and tour of Broward Health nor the initial kick-off press conference (which shall not exceed one (1) hour) shall constitute an Appearance.

(ii) in addition to the foregoing, Tannehill may, in his sole discretion, make personal visits to any Broward Health hospital for purposes of visiting with patients or for other substantially similar for special patient-related activities;

(iii) in addition to the foregoing, once each calendar year, with regard to the Broward Health Foundation gala event or substantially similar event reasonably designated by Broward Health, Tannehill and his wife shall act as co-chairs of such event, Tannehill will purchase a table at such event (up to a maximum cost of \$7,500), Tannehill and his wife shall use their best efforts to attend such event, Tannehill will fill his table at such event with attendees,

and Tannehill shall donate at least two (2) items of his choosing to the silent auction associated with such event, which items may or may not include sports memorabilia, game tickets, or hosting engagements/activities;

(iv) in addition to the foregoing, Tannehill shall make additional Appearances (including, without limitation, Production Appearances) if: (A) Tannehill has no conflicting previously-scheduled personal or professional obligations; and (B) Broward Health pays Tannehill an Appearance fee of eight thousand dollars (\$8,000) prior to such additional Appearance, and which amount shall be in addition to the compensation contemplated by Section 3; and (C) such Appearance does not exceed three (3) consecutive hours. Notwithstanding the foregoing, the parties agree that the total number of additional Appearances that may occur in any individual calendar year pursuant to this clause (iv) shall be two (2);

(v) Tannehill shall use his reasonable efforts to secure the approval of the Miami Dolphins for Tannehill to wear his professional football team apparel (including, without limitation, uniform) when attending the Appearances (including, without limitation, any Production Appearances); provided, however, that if Tannehill is unable to wear his Miami Dolphins professional football team apparel due to restrictions in Tannehill's NFL-related contracts (or as directed by the Miami Dolphins), then Tannehill shall wear Miami Dolphins colors and/or a polo or similar shirt which displays the Miami Dolphins logo;

(vi) upon Broward Health's request, Tannehill shall mention, "check in," and/or "tweet" on Twitter.com, Facebook.com, Instagram.com, and/or any other social media website regularly used by Tannehill, each time Tannehill participates in a Broward Health-related event, activity, visit or Appearance; and if not requested by Broward Health, Tannehill shall otherwise use diligent efforts to do so (provided that an inadvertent failure to do so shall not be deemed a breach of this Agreement);

(vii) Tannehill shall endorse, when reasonably appropriate (in Tannehill's good faith discretion) during interviews or other personal or professional engagements, that his preferred medical provider is Broward Health; and

(viii) Tannehill shall select a primary care physician from Broward Health.

(c) The Appearances and rendition of Tannehill's Endorsement shall take place at such dates, times and locations to be determined by Broward Health, in its reasonable discretion, subject to Tannehill's NFL-related obligations (including any which arise after any activities have been scheduled in connection with this Agreement), his prior schedule, and his prior professional obligations. Broward Health shall provide Tannehill with advance written notice of potential dates for the rendering of Tannehill's Endorsement and, within four (4) business days after receipt of such written notice, Tannehill shall provide Broward Health with written notice of any conflict therewith. In the event that no such notice of conflict is timely provided and Broward Health, in reliance thereon, schedules and plans Tannehill's Endorsement accordingly, Tannehill shall be obligated to provide his Endorsement on and at the scheduled date, time and location; provided, however, that Tannehill may request that the foregoing be rescheduled only in the event of: (1) an Event of Force Majeure (as hereinafter defined); (2) Tannehill's Incapacity (as hereinafter defined); (3) a medical emergency that would materially prohibit Tannehill's

ability to perform such Endorsement; (4) the death or significant illness of a family member or close friend of Tannehill within the week preceding such Endorsement; or (5) any cause outside of his control; it being further agreed that the provisions of the first sentence of this subparagraph (c) shall take precedence over this sentence. Tannehill acknowledges and agrees that his participation and performance of personal services hereunder are essential to the success of the Endorsement and the Advertising of Broward Health's Services, and that any Endorsement or Appearance rescheduling by Tannehill (other than as expressly permitted by the preceding sentence) would be inconvenient, and at times impossible, causing a material interference with, delay in the performance of and breach of this Agreement by Tannehill. If Tannehill is unable to attend, or is tardy in his arrival to, any Appearance due to any of the above-enumerated reasons (1) through (5), then neither Tannehill nor Lender shall be responsible or liable for any costs, damages, or the like incurred by Broward Health (including its affiliated entities, and each of their contractors and sub-contractors) in connection therewith; provided, however, that, if Tannehill is unable to attend any Appearance, or fails to timely make any Appearance, for any reason other than those set forth in clauses (1) through (5) of this Section 1(c), then such Appearance shall not be counted as an Appearance for purposes of calculating the number of Appearances made under Section 1(b)(i) and Lender and Tannehill shall be jointly liable for any non-refundable out-of-pocket costs and fees that Broward Health has incurred in connection therewith ("Cancellation Expenses"). If Tannehill is tardy in his arrival to an Appearance and less than fifty percent (50%) of the scheduled Appearance remains, and Broward Health requests that Tannehill stay for the remainder of the scheduled Appearance, then Tannehill shall stay for the remainder of the Appearance and such Appearance shall not be counted as an Appearance for purposes of calculating the number of Appearance made under Section 1(b)(i); and in such an event, neither Lender nor Tannehill shall be liable for any Cancellation Expenses. If Tannehill is tardy in his arrival to an Appearance and fifty percent (50%) or more of the scheduled Appearance remains, and Broward Health requests that Tannehill stay for the remainder of the scheduled Appearance, then Tannehill shall stay for the remainder of the Appearance and such Appearance shall be counted as an Appearance for purposes of calculating the number of Appearance made under Section 1(b)(i); and in such an event, neither Lender nor Tannehill shall be liable for any Cancellation Expenses.

(d) Tannehill shall use diligent efforts, energies and abilities with regard to the Endorsement to be rendered. Tannehill shall render all Endorsements in a first-class and professional manner and shall adhere to, and be subject to, the reasonable instructions and direction of Broward Health and its designated representatives and agents, and any producer, director, photographer or editor associated with the Advertising (collectively, the "Directions"). Within the time limits of each Appearance, Tannehill shall attend and perform all rehearsals, practices, filming, tapings, photographic shoots, interviews and personal Appearances (including, without limitation, filming, photography and other substantially similar production sessions) in accordance with the scripts and materials furnished by Broward Health. Tannehill shall not engage in any activity that materially interferes with or delays the rendering of his Endorsement.

(e) During the Term and the Grace Period, subject to the rights granted by Tannehill and/or Lender in connection with his NFL playing contract, any agreement between the National Football League and the National Football League Players Association (including any successor organization, trade association, or the like), and the rights owned and/or controlled by Players, Inc. (including any successor organization), except for the sole benefit of Broward Health in

accordance with this Agreement, Tannehill shall not, anywhere in the world, directly or indirectly, endorse, advertise, promote or sell: (i) any hospital or medical services; (ii) any medical, health or similar products offered by or affiliated with any business that is, directly or indirectly, in competition with or similar to Broward Health; or (iii) any medical, health or similar products offered by or affiliated with Broward Health physicians. Notwithstanding the foregoing, the parties expressly agree that the products referenced in this Section 1(e) do not include products that are currently (or in the future) manufactured, sold, or promoted by sports and/or football equipment companies (including without limitation, Nike, Adidas, Reebok, Douglas, Schutt, Riddell, Rawlings, Wilson, etc.).

2. Term.

This Agreement shall commence on January 1, 2013 and, unless earlier terminated in accordance with Section 6, shall expire at 11:59 p.m. (East Coast Time) on December 31, 2015 (the "Initial Term"). This Agreement and the Term shall automatically renew and be extended for successive one (1) year periods beginning at 12:00 a.m. (East Coast Time) on January 1, 2016 and each subsequent anniversary thereof (each, a "Renewal Term," and the Initial Term together with all of the Renewal Terms, collectively, the "Term"), unless the Parties give to each other Party prior written notice of non-renewal at least ninety (90) days before the expiration of the Initial Term or the then current Renewal Term. Upon the expiration or earlier termination of this Agreement, Broward Health shall be automatically granted, without any action or additional consideration, a four (4) month grace period (the "Grace Period") within which to phase-out Tannehill's Name and Likeness and Endorsement of Broward Health's Services.

3. Compensation.

(a) In consideration for the license to use Tannehill's Name and Likeness, for Tannehill's Endorsement and for Lender's other covenants and obligations hereunder, Broward Health shall pay Lender as follows:

(i) with respect to the 2013 calendar year, a total of one hundred thousand dollars (\$100,000), payable (A) fifty thousand dollars (\$50,000) within ten (10) business days after January 1, 2013 and (B) fifty thousand dollars (\$50,000) within ten (10) business days after July 1, 2013;

(ii) with respect to the 2014 calendar year, a total of one hundred ten thousand dollars (\$110,000), payable fifty-five thousand dollars (\$55,000) within ten (10) business days after each of January 1 and July 1, 2014;

(iii) with respect to the 2015 calendar year, a total of one hundred twenty-one thousand dollars (\$121,000), payable sixty thousand five hundred dollars (\$60,500) within ten (10) business days after each of January 1 and July 1, 2015; and

(iv) with respect to any Renewal Term, an aggregate amount equal to one hundred ten percent (110%) of the preceding calendar year's scheduled compensation under this

Section 3(a), payable in equal installments within ten (10) business days after each of January 1 and July 1 of the calendar year comprising such Renewal Term.

(b) The Parties acknowledge and agree that Lender and Tannehill shall act only as independent contractors under this Agreement and that neither any act by Lender, Tannehill or Broward Health nor anything contained in this Agreement shall be deemed or construed to: (i) create a partnership or joint venture; or (b) constitute Lender or Tannehill as an employee, officer or agent of Broward Health. Lender and Tannehill shall be, and Broward Health shall not be, responsible for any and all tax obligations relating to this Agreement. Lender and Tannehill shall indemnify, defend and hold harmless Broward Health from and against any and all claims that any tax amounts were not duly remitted by Lender or Tannehill. Tannehill shall not be entitled to any benefits from worker's compensation, disability benefits, health, medical or life insurance, pension programs, profit sharing and any other employee plans of Broward Health.

(c) This Agreement is a non-union agreement. The Parties acknowledge and agree that the license to use Tannehill's Name and Likeness, Tannehill's Endorsement and Tannehill's other covenants and obligations hereunder shall not be subject to the terms of any collective bargaining agreement including, without limitation, any NFL or NFLPA agreement or any similar agreement with any successor entity, trade association, or the like. Lender and Tannehill acknowledge and agree that Broward Health is not a signatory to any collective bargaining agreement covering the license to use Tannehill's Name and Likeness, Tannehill's Endorsement, or Tannehill's other covenants or obligations hereunder. Notwithstanding anything to the contrary contained herein, Broward Health agrees and acknowledges that the NFLPA (including any successor organization, and each of their affiliated entities) control or in the future may control certain rights with respect to the use of the names and/or likeness of multiple NFL players; and that the NFLPA, successor, or affiliated entity may limit, restrict, prevent, or otherwise charge a fee for the use of the names and/or likeness of multiple NFL players. Further, Broward Health agrees and acknowledges that neither Lender nor Tannehill have the contractual right to grant to Broward Health the rights to utilize the names and/or likeness of multiple NFL players.

4. Intellectual Property.

(a) Lender and Tannehill acknowledge and agree that Broward Health shall be the sole owner of any and all Advertising, intellectual property, audio-visual works, artwork, compilations, property, data, documentation, and any other materials prepared, conceived, discovered, developed or created by or on behalf of Broward Health and relating to, comprising or constituting, in whole or in part, Tannehill's Name and Likeness or Tannehill's Endorsement (collectively, the "Work Product"). Any and all Work Product shall be, to the greatest extent possible, deemed a "work-made-for-hire," as that term is defined in the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product cannot, by operation of law, be deemed a "work-made-for-hire," Lender and Tannehill hereby unconditionally and irrevocably transfer and assign to Broward Health any and all intellectual property or other rights that Tannehill or Lender has or may have in or to any or all of the Work Product. Lender and Tannehill agree to execute and deliver to Broward Health any transfers, assignments, documents or other instruments which are reasonably necessary or appropriate to vest complete and perpetual title in and ownership of any and all Work Product and any and all associated rights

exclusively in Broward Health. As the rightful owner of the Work Product, Broward Health has the unlimited right to adapt, change, revise, cut, edit, add to, subtract from, arrange, rearrange, or otherwise modify the Work Product, including, without limitation, to double Tannehill or to freely "dub" or subtitle Work Product into foreign languages and dialects; provided no such use after the conclusion of the Grace Period utilizes Tannehill's Name and Likeness or otherwise refers to Tannehill. Broward Health shall retain the full right to use the Work Product, in all media, now known or hereafter devised, including, without limitation, television, print, radio, Internet, film, tape, compact disc and any other method of recording, advertising, promotion, sales or exploitation now known or hereafter devised; provided no such use after the conclusion of the Grace Period utilizes Tannehill's Name and Likeness or otherwise refers to Tannehill.

(b) Tannehill and Lender shall not retain any residual rights in or to any Work Product. Tannehill and Lender hereby waive any and all so-called "moral rights," as that phrase is commonly understood throughout the world, including, without limitation, any similar rights or principles of law which Tannehill or Lender may now or later have by virtue of any locality, state, nation, treaty, convention or other source. Nothing herein shall be construed as granting Tannehill or Lender any license to use, display, reproduce, or copy any or all of the Work Product.

(c) Broward Health retains the right to advertise, promote and sell Broward Health's Services using a method or manner which does not utilize the Name and Likeness or Endorsement of Tannehill.

(d) After the expiration or termination of this Agreement, Tannehill shall not, in any way, advertise, promote, sell or otherwise endorse Broward Health's Services, or otherwise express association with Broward Health's Services or Broward Health.

(e) The Parties expressly agree that any and all uses of Tannehill's Name and Likeness shall be subject to the prior, written approval of Lender (not to be unreasonably withheld). Accordingly, any and all proposed uses of Tannehill's Name and Likeness must be submitted to Lender at least four (4) business days prior to their proposed release. No use of Tannehill's Name and Likeness is permitted without Lender's prior, written approval. any breach of this Section 4(e) by Broward Health shall be deemed a material breach of this Agreement. Notwithstanding the foregoing, in the event Broward Health provides Tannehill with a copy of the script, layout, pre-production materials, storyboards, or specific creative concepts (collectively, a "Script") to be produced during a Production Appearance, and Tannehill fails to disapprove said Script within four (4) business days of his receipt of the same, then Tannehill's subsequent disapproval over the use of Tannehill's Name and Likeness within or pursuant to said materials shall only be limited if such use materially differs from the Script approved by Tannehill (or deemed to have been approved by Tannehill if he fails to respond within the aforementioned four (4) business day period).

5. The BROWARD HEALTH® Brand

(a) Nothing contained in this Agreement shall be construed to confer upon Tannehill or Lender any right to Broward Health's copyrights, trademarks, patents, or other intellectual or industrial property interests now or hereafter owned by Broward Health, including, without

limitation, the Work Product (collectively, the "Intellectual Property"), or to vest in Tannehill or Lender any right of ownership to any of the Intellectual Property. During the Term and thereafter, Tannehill or Lender shall not, directly or indirectly, register or cause to be registered, in any country or with any governmental authority, or use, any trademark, trade name, service mark, trade dress, or copyrightable work, or any other material subject to intellectual property rights consisting of, related to, similar to, or deceptively similar to, any of the Intellectual Property or any other intellectual property right of Broward Health.

(b) During the Term and thereafter, Tannehill and Lender will not take any action adverse to Broward Health's rights in the Intellectual Property, anywhere in the world, and will not itself and will not assist any person or entity to: (i) challenge the validity of the Intellectual Property, Broward Health's ownership of, or right to license, the Intellectual Property, or any registration or application for registration therefor; or (iii) represent in any manner that he has any title or right to the ownership, registration or use of the Intellectual Property.

(c) Tannehill shall promptly notify Broward Health in writing of any event or action of which he obtains knowledge which he reasonably believes constitutes any misuse, infringement, counterfeit or unfair competition with regard to the Intellectual Property or Confidential Information (as hereinafter defined). Broward Health may take action, but shall be under no obligation to take any action, with respect to any such misuse, infringement, counterfeit or unfair competition. Any and all recovery resulting from any such action shall be for the exclusive benefit of Broward Health.

6. Termination.

(a) Broward Health may terminate this Agreement immediately upon written notice to Lender, in the event of any of the following: (i) Tannehill is arrested or formally charged with any felony, or any misdemeanor involving moral turpitude; (ii) Tannehill commits an act or omission of moral turpitude, dishonesty or fraud which brings Tannehill into substantial scandal or contempt in such a manner as to materially reduce the commercial value of Tannehill's Name and Likeness; (iii) Tannehill fails to follow the Directions, as determined in Broward Health's sole discretion (after a reasonable opportunity to cure); (iv) Lender or Tannehill materially breaches this Agreement, and, after written notice thereof and a twenty (20) day period to cure, Lender or Tannehill, as the case may be, have not cured the foregoing; (v) Tannehill is discharged or released from, is traded by, or is placed on injured reserve for at least eight (8) consecutive regular season games by, the Miami Dolphins professional football team (excluding to any successor entity); (vi) Tannehill's position with the Miami Dolphins professional football team changes from his current position as starting quarterback; (vii) an Event of Force Majeure exists for at least thirty (30) consecutive days; or (viii) any Incapacity (as hereinafter defined) of Tannehill continues for at least ninety (90) consecutive days. If this Agreement is terminated pursuant to this Section 6(a), then Broward Health shall have no further obligation to Tannehill or Lender, and Lender shall promptly refund to Broward Health the pro rated portion of the then most recent amount paid by Broward Health to Lender pursuant to Section 3 determined based upon the number of days remaining after such termination during the six (6) month period to which such payment related.

(b) Tannehill may terminate the Agreement immediately upon written notice to Broward Health, in the event of any of the following: (i) Broward Health ceases to provide the Services; (ii) Broward Health is dissolved or becomes insolvent; (iii) Broward Health, voluntarily or involuntarily, enters into receivership or bankruptcy (including if it files or has filed against it any petition for bankruptcy, reorganization, arrangement or other protection under any state, federal or other applicable jurisdiction's bankruptcy, insolvency or similar laws) or becomes subject to an assignment for the benefit of its creditors; (iv) Broward Health commits any act or omission that materially and adversely harms Tannehill, Lender or its or his reputation, standing or credibility within the community or industry; or (v) Broward Health materially breaches this Agreement, and, after written notice thereof and a twenty (20) day period to cure, Broward Health has not cured the foregoing.

7. Force Majeure.

If any Party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war or any event beyond such Party's reasonable control (an "Event of Force Majeure"), then failure to perform as a result of and during such Event of Force Majeure shall not be deemed a breach of or default under this Agreement and no Party shall be liable to the others therefor. Broward Health shall have the right to suspend this Agreement (including, without limitation, suspend Broward Health's obligations to compensate Tannehill pursuant to Section 3) during an Event of Force Majeure (for a period not to exceed one hundred twenty (120) days in the aggregate during the Term) and shall have the right, but not the obligation, to unilaterally extend the duration of the Term of this Agreement by the length of any such suspension (not to exceed one hundred twenty (120) days in the aggregate).

8. Incapacity.

An event of Tannehill's incapacity shall be deemed to occur if Tannehill is unable to materially perform his duties and obligations under this Agreement as the result of any physical, mental or other impairment ("Incapacity"). Broward Health shall have the right to suspend this Agreement (including, without limitation, suspend Broward Health's obligations to compensate Tannehill pursuant to Section 3) during any Incapacity (for a period not to exceed one hundred twenty (120) days in the aggregate during the Term) and shall have the right, but not the obligation, to unilaterally extend the duration of the Term of this Agreement by the length of any such suspension (not to exceed one hundred twenty (120) days in the aggregate).

9. Representations and Warranties; Certain Covenants.

Lender and Tannehill each represent and warrant to Broward Health that: (a) Lender and Tannehill have the capacity and the full right and authority to enter into this Agreement and to perform its or his duties and obligations hereunder; (b) the rights granted by Lender and Tannehill under this Agreement do not infringe, misappropriate or violate any rights (including, without limitation, intellectual property rights) of any third party; (c) neither this Agreement nor Tannehill or Lender's duties or obligations hereunder conflicts with any agreement or obligation of Tannehill or Lender; (d) Tannehill and Lender are not parties to any agreement or subject to any obligation that would prevent or materially restrict either of their ability to perform the duties and obligations under this Agreement; (e) Tannehill is not involved with any professional

endeavors which would materially adversely affect or interfere with the full performance by Tannehill of his duties and obligations under this Agreement or the exercise of his best efforts hereunder; and (f) there is no claim, action, suit or proceeding pending or, to Lender or Tannehill's actual knowledge, threatened, which if adversely determined would affect the ability of Tannehill or Lender to enter into this Agreement or to perform the duties and obligations hereunder. Lender and Tannehill acknowledge and agree that any material misrepresentation of any representation or warranty set forth herein shall be a material breach of this Agreement. Lender and Tannehill covenant and agree that: (x) any and all materials and information furnished by Tannehill or Lender hereunder will comply with Broward Health's rules and policies and shall not violate the civil or proprietary rights of others; (y) Both Tannehill and Lender will not enter into any other agreement or become subject to any other obligation which materially conflicts with this Agreement or the duties and obligations hereunder; and (z) during the Term and the immediately following two (2) years, Broward Health, Lender, and Tannehill each agree that it or he will not, privately or publicly, disparage, or make derogatory, pejorative or offensive remarks about the other Parties, Broward Health's Services, or any person or entity affiliated with any of the foregoing. Notwithstanding the foregoing, in the event any Party truthfully answers questions posed by any governmental agency or the like (including without limitation, truthfully testifying or answering questions under oath), the same shall not be deemed a breach of this Section 9.

10. Indemnification.

(a) Broward Health shall indemnify, defend and hold harmless Tannehill and Lender, and each of their heirs, estates, officers, directors, managers, members, stockholders, partners, employees, representatives, agents, attorneys, and affiliates from and against any and all liabilities, damages, losses, obligations, judgments, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) arising out of: (a) Broward Health's material breach of this Agreement; (b) Broward Health's gross negligence, recklessness or intentional misconduct in connection with this Agreement; or (c) the Services.

(b) Lender and Tannehill shall, jointly and severally, indemnify, defend and hold harmless Broward Health and its officers, directors, managers, members, stockholders, partners, employees, representatives, agents, attorneys, and affiliates from and against any and all liabilities, damages, losses, obligations, judgments, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) arising out of: (a) Tannehill or Lender's material breach of this Agreement; and (b) Tannehill or Lender's gross negligence, recklessness or intentional misconduct in connection with this Agreement.

(c) The provisions of this Section 10 shall survive any expiration or earlier termination of this Agreement. The provisions of this Section 10 shall not be deemed to be "payment obligations" for the purposes of this Agreement.

11. Confidentiality.

(a) Each Party acknowledges and agrees that such Party (a "Receiving Party") has had access to, will have access to, and has and will become acquainted with proprietary and confidential information and trade secrets (the "Confidential Information") of the other Party (a

"Disclosing Party"). During the Term and thereafter, the Receiving Party shall not use or disclose to any third party any Confidential Information of the Disclosing Party or information with respect to this Agreement or any of the terms or provisions hereof, except: (i) as required in the performance of this Agreement by the Receiving Party; (ii) where such information has already been released to the public by or on behalf of the Disclosing Party; (iii) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction or government agency, provided the Receiving Party notifies the Disclosing Party of such law or order; or (iv) on a must-know basis to the Receiving Party's attorneys, accountants, financial advisors, bankers, and other business representatives, provided that prior to any such disclosure such persons and entities are informed of the restrictions contained in this Section 11 and the Receiving Party shall be responsible for such persons and entities' compliance with this Section 11.

(b) Nothing in this Agreement shall be construed to convey to the Receiving Party any right, title, or interest in or to any Confidential Information of the Disclosing Party, or any license to use, sell, exploit, copy, disclose, or develop any such Confidential Information.

(c) Upon the expiration or earlier termination of this Agreement, the Receiving Party shall promptly deliver to the Disclosing Party all Confidential Information of the Disclosing Party and all materials containing or derived from the Confidential Information of the Disclosing Party, whether in tangible form or electronic or machine readable format.

12. **Miscellaneous.**

Lender hereby guarantees the performance by Tannehill of all of his obligations under this Agreement. The recitals set forth above are incorporated herein and made a part of this Agreement. This Agreement: (a) constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings between the Parties pertaining to the subject matter hereof, and there are no promises, agreements, conditions, undertakings, warranties, or representations, whether written or oral, express or implied, between the Parties other than as set forth in this Agreement; (b) may not be assigned or the duties delegated by Tannehill or Lender, and, without Lender's prior written consent (which may be granted or withheld in its sole discretion), may not be assigned or duties delegated by Broward Health; (c) subject to the foregoing, shall inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns; (d) may not be amended or modified, or any provision waived, unless in writing and signed by both Parties; (e) may be executed in any number of counterparts, and all counterparts hereto shall collectively be deemed to constitute a single binding agreement; and (f) shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles thereof. Failure of a Party to enforce one or more of the provisions of this Agreement or to require at any time performance of any of the obligations hereof shall not be construed to be a waiver of such provisions by such Party nor to in any way affect the validity of this Agreement or such Party's right thereafter to enforce any provision of this Agreement, nor to preclude such Party from taking any other action at any time which it would legally be entitled to take. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of this Agreement and the provision held to be invalid or unenforceable shall be enforced as nearly as

possible according to its original terms and intent to eliminate such invalidity or unenforceability. Neither Lender nor Tannehill in any way grants, or purports to grant, to Broward Health any rights or uses of any names, logos, trademarks or service marks owned or controlled by any other party (including, without limitation: the NFL, any NFL team, Players, Inc., Texas A&M University, or any party affiliated with any or all of these entities). Paragraph headings contained hereunder are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though paragraph headings had been omitted. Notwithstanding anything to the contrary herein, and except as otherwise provided herein, in no event shall Tannehill, Lender, or Broward Health be liable for exemplary, punitive, or incidental damages, including lost profits, arising out of this Agreement, or the breach of any term, covenant, representation, warranty, or obligations contained herein.

13. Notices.

All notices or other communications required to be sent hereunder shall be in writing and be deemed effective: (a) when delivered, if by personal, in hand delivery; or (b) when sent, if by e-mail with delivery and read receipts requested, provided that the sending Party also sends, on the same day or within one (1) day thereafter, an exact copy thereof by certified or registered USPS mail (return receipt requested and postage prepaid) or by overnight delivery service via a reputable, internationally recognized delivery courier with a reliable delivery tracking system, in each case, to the addresses of the Parties set forth in the attached Schedule A, or such other addresses as the Parties may designate by notice given to the other Party in the manner set forth in this Section 13.

14. Jurisdiction; Venue.

The Parties irrevocably agree that any action, suit or proceeding arising out of or relating to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by a Party or its successors or assigns shall be brought and determined in the appropriate federal or state court located in Broward County, Florida, and the Parties irrevocably submit to the jurisdiction of the aforesaid courts for themselves and with respect to their property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). The Parties hereby irrevocably and unconditionally waive, and agree not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process; (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

15. Remedies; Prevailing Parties.

It is possible that remedies at law may be inadequate and, therefore, the Parties shall be entitled to seek equitable relief including, without limitation, injunctive relief, specific performance or other equitable remedies, in addition to all other remedies provided hereunder or available to the Parties at law or in equity. In the event of any action, suit, or proceeding with regard to this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party, and the non-prevailing Party shall pay upon demand, all reasonable outside attorneys' fees and expenses for the prevailing Party. All rights, powers and remedies of the Parties are cumulative and not exclusive and shall be in addition to any other rights, powers or remedies provided hereunder by law or equity.

16. Survival.

The following provisions of this Agreement shall survive the expiration or earlier termination of this Agreement: (a) Sections 10, 11, 12, 13, 14, 15, 16 and 17; and (b) the provisions hereof which, by their express terms, contemplate surviving beyond the Term.

17. Advice and Understanding.

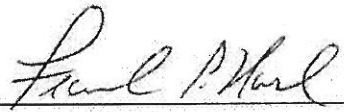
Each Party acknowledges and agrees that such Party has had the opportunity to review and discuss this Agreement with such Party's private independent legal counsel, has not in any manner relied upon the other Party's legal counsel for legal advice, and is fully satisfied that such Party has thoroughly read and understands this Agreement.

[SIGNATURE PAGE FOLLOWS]

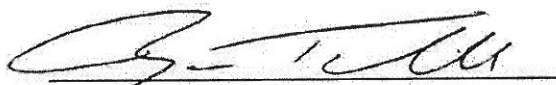
IN WITNESS WHEREOF, each Party has duly executed this Agreement to be effective as of January 1, 2013.

BROWARD HEALTH:


North Broward Hospital District
d/b/a Broward Health

By: 
Name: _____
Title: CEO
Date: 1/8/13

Shine In His Name, LLC
f/s/o Ryan Tannehill:


Ryan Tannehill
Date: 1-1-13

To induce North Broward Hospital District d/b/a Broward Health to enter into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby: (1) confirm this Agreement and the authority of Lender to enter into this Agreement with respect to me, (2) agree to perform all services and obligations required of me in this Agreement, and (3) personally guarantee the performance by Lender of all of its obligations under this Agreement.


Ryan Tannehill
Date: 1-1-13

SCHEDULE A

ADDRESSES FOR NOTICE

If to Broward Health, then to:

North Broward Hospital District
d/b/a Broward Health
303 SE 17th Street
Fort Lauderdale, FL 33316
Email: showley@browardhealth.org
Attention: Sara M. Howley,
Senior Vice President
Chief Communications & Marketing Officer

with a copy to:

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, FL 33130
Email: dseifer@stearnsweaver.com
Attention: David M. Seifer, Esq.
and Janet Moreira Gamble, Esq.

If to Lender, then to:

Ryan Tannehill
c/o The Legacy Agency, Inc.
230 Park Avenue
Suite 851
New York, NY 10169
Email: jbazant@legacy-agency.com
Attention: Jordan Bazant

with a copy to:

The Sacks Group, PLLC
5335 Wisconsin Avenue, NW
Suite 720
Washington, DC 20015
Email: rsacks@thesacksgroupllc.com
Attention: Rand E. Sacks, Esq.