

EXHIBIT F

NFL PLAYER CONTRACT

THIS CONTRACT is between TOM BRADY, hereinafter "Player," and

NEW ENGLAND PATRIOTS, L.P., a DELAWARE

corporation (limited partnership) (~~partnership~~), hereinafter "Club" operating under the name of the NEW ENGLAND

PATRIOTS

as a member of the National Football League, hereinafter "League." In consideration of the promises

made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers 5 football season(s), and will begin on the date of execution or March 1, 2010, whichever is later, and end on February 28 or 29, 2015, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official mandatory mini-camp(s), official preseason training camp, all Club meetings and practice sessions, and all pre-season, regular season, and post-season football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. **PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.** (a) Player grants to Club and the League, separately and together, the authority to use his name and picture for publicity and the promotion of NFL Football, the League or any of its member clubs in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not constitute an endorsement by Player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League. Player and National Football League Players Association, hereinafter "NFLPA," will not contest the rights of the League and its member clubs to telecast, broadcast, or otherwise transmit NFL Football or the right of NFL Films to produce, sell, market, or distribute football game film footage, except insofar as such broadcast, telecast, or transmission of footage is used in any commercially marketable game or interactive use. The League and its member clubs, and Player and the NFLPA, reserve their respective rights as to the use of such broadcasts, telecasts or transmissions of footage in such games or interactive uses, which shall be unaffected by this subparagraph.

(b) Player hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images on or in conjunction with products, (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.) that are sold at retail or used as promotional or premium items. Player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL player on products that are sold at retail or are used as promotional or premium items. If Player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with timely written notice of that preclusion, the NFLPA will exclude Player from that particular program. In consideration for this assignment of rights, the NFLPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA will use its best efforts to promote the use of NFL player images in group licensing programs, to provide group licensing opportunities to all NFL players, and to ensure that no entity utilizes the group licensing rights granted to the NFLPA without first obtaining a license from the NFLPA. This subparagraph (b) shall be construed under Virginia law without reference to conflicts of law principles. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, or (b) the year in which this contract expires. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA. The terms of this subparagraph apply unless, at the time of execution of this contract, Player indicates by striking out this subparagraph (b) and marking his initials adjacent to the stricken language his intention not to participate in the NFLPA Group Licensing Program. Nothing in this subparagraph shall be construed to supersede or any way broaden, expand, detract from, or otherwise alter in any way whatsoever, the rights of NFL Properties, Inc. as permitted under Article V (Union Security), Section 4 of the 1993 Collective Bargaining Agreement.

5. **COMPENSATION.** For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ <u>7,500,000</u>	for the <u>2010</u> season;
\$ <u>5,750,000</u>	for the <u>2011</u> season;
\$ <u>5,750,000</u>	for the <u>2012</u> season;
\$ <u>9,750,000</u>	for the <u>2013</u> season;

\$ <u>1,200,000</u>	for the <u>2011</u> season;
\$ <u>5,750,000</u>	for the <u>2011</u> season;
\$ <u>5,750,000</u>	for the <u>2012</u> season;
\$ <u>9,750,000</u>	for the <u>2013</u> season;
\$ <u>9,750,000</u>	for the <u>2014</u> season.

In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during pre-season training and in connection with playing pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to and from pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits, and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. **PAYMENT.** Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the applicable regular season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time of termination.

7. **DEDUCTIONS.** Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. **PHYSICAL CONDITION.** Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. **INJURY.** Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

10. **WORKERS' COMPENSATION.** Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

11. **SKILL, PERFORMANCE AND CONDUCT.** Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgement of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players who Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

12. **TERMINATION.** The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. **INJURY GRIEVANCE.** Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following injury grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

14. **RULES.** Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. **INTEGRITY OF GAME.** Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. **EXTENSION.** Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. **ASSIGNMENT.** Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

18. **FILING.** This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

19. **DISPUTES.** During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

20. **NOTICE.** Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. **OTHER AGREEMENTS.** This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

22. **LAW.** This contract is made under and shall be governed by the laws of the State of MASSACHUSETTS.

23. **WAIVER AND RELEASE.** Player waives and releases any claims that he may have arising out of, related to, or asserted in the lawsuit entitled White v. National Football League, including, but not limited to, any such claim regarding past NFL Rules, the College Draft, Plan B, the first refusal/compensation system, the NFL Player Contract, pre-season compensation, or any other term or condition of employment, except any claims asserted in Brown v. Pro Football, Inc. This waiver and release also extends to any conduct engaged in pursuant to the Stipulation and Settlement Agreement in White ("Settlement Agreement") during the express term of that Settlement Agreement or any portion thereof. This waiver and release shall not limit any rights Player may have to performance by the Club under this Contract or Player's rights as a member of the White class to object to the Settlement Agreement during its review by the court in Minnesota. This waiver and release is subject to Article XIV (NFL Player Contract), Section 3(c) of the 1993 Collective Bargaining Agreement (CBA).

24. **OTHER PROVISIONS.** (a) Each of the undersigned hereby confirms that (i) this Contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being

Agreement or any portion thereof. This waiver and release shall not limit any rights Player may have to performance by the Club under this Contract or Player's rights as a member of the White class to object to the Settlement Agreement during its review by the court in Minnesota. This waiver and release is subject to Article XIV (NFL Player Contract), Section 3(c) of the 1993 Collective Bargaining Agreement (CBA).

24. OTHER PROVISIONS. (a) Each of the undersigned hereby confirms that (i) this Contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether expressed or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules of the Settlement Agreement took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the Stipulation and Settlement Agreement in White v. NFL, including but not limited to the Rookie Pool and Salary Cap provisions; however, any conduct permitted by the CBA and/or the Settlement Agreement shall not be considered a violation of this confirmation.

(c) The Club further confirms that any information regarding the negotiation of this contract that it provided to the Neutral Verifier was, at the time the information was provided, true and correct in all material respects.

25. SPECIAL PROVISIONS.

* SEE ADDITIONAL AGREEMENTS BETWEEN CLUB AND PLAYER.

THIS CONTRACT is executed in six (6) copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

<p><i>[Signature]</i></p> <hr/> <p>PLAYER <u>TOM BRADY</u></p> <hr/> <p>317 PORTOLA DRIVE</p> <hr/> <p>Home Address</p> <p>SAN MATEO, CA 94403</p> <hr/> <p>(650) 341-3819</p> <hr/> <p>Telephone Number</p> <hr/> <p>1-12-10</p> <hr/> <p>Date</p>	<p>NEW ENGLAND PATRIOTS, L.P.</p> <hr/> <p>CLUB</p> <hr/> <p>By <u>FLOYD REESE, SENIOR FOOTBALL ADVISOR</u></p> <hr/> <p>1 PATRIOT PLAZA, GILLETTE STADIUM</p> <hr/> <p>Club Address</p> <p>FOXBOROUGH, MA 02035</p> <hr/> <hr/> <p>Date</p>
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PLAYER'S CERTIFIED AGENT DONALD YEE

725 S PEQUINUM STREET, SUITE 5005; LOS ANGELES, CA 90017

Address

(213) 892-1420

Telephone number

Date

NATIONAL FOOTBALL LEAGUE

SEP 16 2010

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**ADDITIONAL AGREEMENTS BETWEEN NEW ENGLAND PATRIOTS L.P. (CLUB)
AND TOM BRADY (PLAYER)**

The following additional agreements constitute part of, and are being entered into contemporaneously with the execution by Club and Player of, Player's NFL Player Contract with Club for the 2010, 2011, 2012, 2013 and 2014 League Years (the "NFL Player Contract"). The NFL Player Contract and the additional agreements set forth below are collectively referred to herein as the "Contract."

Subject to, and in accordance with, the terms of the Contract, Player and Club agree as follows:

26. PRIOR CONTRACTS

(a) Except as may be provided in this Section 26, any and all prior NFL Player Contracts entered into between Club and Player are superseded by this Contract, and all such prior contracts (the "Prior Contracts") are null and void and of no further force and effect.

(b) Player acknowledges receipt as of the date hereof of three million dollars (\$3,000,000) due to him on March 31, 2010 pursuant to his immediately Prior Contract constitutes payment in full of all amounts due to Player under any and all Prior Contracts. There are no other amounts due to Player thereunder.

27. 2010 PARAGRAPH 5 SALARY ADVANCE

(a) Club will make an advance payment to Player on a non-guaranteed basis of four million dollars (\$4,000,000) (the "Advance") against Player's 2010 Paragraph 5 Salary. Club will pay the Advance to Player within two (2) weeks following execution hereof.

(b) Player agrees to repay the Advance to Club by means of seventeen (17) \$235,294.11 weekly deductions from the \$441,176.47 weekly Paragraph 5 Salary payments due to Player under the Contract. If Player's contract is assigned to another NFL Club, Player hereby authorizes the assignee club(s) to continue such deductions for the account of Club until such time as the full amount of the Advance has been repaid.

(c) If, for any reason whatsoever, the Contract is terminated prior to the conclusion of the 2010 regular season, then upon demand by Club, Player promptly will repay to Club any portion of the Advance not previously repaid to Club.

(d) It is expressly agreed and understood that nothing contained herein will constitute a guarantee of any portion of the Paragraph 5 Salary for 2010 included in the Contract.

(e) It is understood and agreed that the terms included in this section are express provisions of the Contract and but for the provisions herein contained, Club would not have executed the Contract.

28. SIGNING, REPORTING AND PLAYING BONUS

(a) As consideration (the "Additional Consideration") for Player executing the Contract; for Player reporting, practicing and playing exclusively for Club during the Contract term; and for Player adhering to all provisions of the Contract during its term, Club agrees to pay Player an amount equal to sixteen million dollars (\$16,000,000), less usual, customary and/or required deductions, payable in installments as follows: (i) six million dollars (\$6,000,000) within two (2) weeks after execution hereof; and (ii) ten million dollars (\$10,000,000) on August 12, 2011.

28. SIGNING, REPORTING AND PLAYING BONUS

(b) The following provisions will apply to this Section 28: (i) if Player voluntarily retires or willfully withholds his services from one or more regular season games, then Player shall forfeit and return to the Club 1/17th of that year's signing bonus allocation for each regular season week or game missed and/or (ii) if Player willfully takes action that has the effect of substantially undermining his ability to fully participate and contribute in either the pre-season training camp or the regular season, then Player shall forfeit and return to the Club the greater of: (x) 25% of the prorated portion of his signing bonus for the applicable League Year for the first time such conduct occurs after the beginning of training camp until the end of the season, and the remaining 75% prorated portion of his signing bonus for the applicable year for the second time such conduct occurs during that period that year; or (y) 1/17th of that year's signing bonus allocation for each regular season week or game missed.

(c) It is understood and agreed that the terms set forth in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract. Club hereby reserves all rights and remedies with respect to Player's obligations pursuant to the terms of this section.

29. 2011 ADDITIONAL AMOUNT

(a) Subject to the satisfaction by Player of each of the conditions precedent described below (the "Conditions"), Player will become eligible to receive an additional amount equal to four million dollars (\$4,000,000), less usual, customary and/or required deductions (the "2011 Additional Amount"). The 2011 Additional Amount will not be fully earned unless and until Player's eligibility to receive such amount has been confirmed by the full satisfaction by Player of all of the following Conditions in accordance with their terms:

1. Player must be on the 80-man roster on the fifteenth (15th) day of the League Year immediately following the 2010 League Year; and
2. Player must timely report to, and fully and entirely participate in, Club's 2011 League Year mandatory off-season mini-camps; and
3. Player must timely report to, and fully and entirely participate in, Club's 2011 League Year preseason training camp; and
4. Player must not at any time prior to or during the 2011 League Year: (i) fail or refuse to report, practice or play with Club; (ii) leave Club without its prior written consent; (iii) voluntarily retire from professional football; (iv) be suspended by the NFL or Club for Conduct Detrimental; (v) violate the terms of the Contract including, without limitation, Paragraph 3 of the Contract; (vi) be suspended for violation of the NFL Personal Conduct Policy; or (vii) take any action that materially undermines the public's respect for, or is materially critical of, Club, Player's teammates or Club's ownership, coaches, management, operations or policies (any and each of (i) – (vii) above constituting a "Default"); provided, that: (x) a suspension resulting from conduct on the field or other actions by Player that, in the opinion of Club in each case, is non-egregious will not constitute a Default under this Paragraph (a)(4); and (y) unintentional breaches of non-material terms of the Contract will not constitute a Default under this Paragraph (a)(4).

(b) In the event that Player fails to satisfy any of the Conditions to Club's satisfaction, then the 2011 Additional Amount will not be earned by Player, Player will not become eligible to receive it and, if it has been received by Player in accordance with this section, Player will be obligated to immediately return and refund it to Club. Notwithstanding anything to the contrary herein, if Club terminates the Contract after the satisfaction by Player of the Condition specified in Paragraph (a)(1) immediately above, so long as Player has not violated any terms of the Contract, Player will be deemed eligible to receive the 2011 Additional Amount despite the fact that Player has not satisfied the remaining Conditions. The 2011 Additional Amount will be paid to Player within two (2) weeks following the report date for the Club's preseason training camp for the League Year immediately following the 2010 League Year.

29. 2011 ADDITIONAL AMOUNT

(c) Notwithstanding anything to the contrary herein, Player will not fail to become eligible to receive the 2011 Additional Amount solely by reason that, due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under the Contract, Player is unable to practice or play with Club, based upon the opinion of Club's physician, provided that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever reasonable and customary rehabilitation and treatment Club requires of him.

(d) Notwithstanding anything to the contrary herein, Club agrees to pay to Player the 2011 Additional Amount despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the 2011 League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system. Such guarantee is for one (1) year only, and in no way supersedes or obviates the applicability of the NFL waiver system to Player, or provides Player a guaranteed spot on Club's roster.

(e) It is understood and agreed that the terms set forth in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract. Club hereby reserves all rights and remedies with respect to Player's obligations pursuant to the terms of this section.

30. 2012 ADDITIONAL AMOUNT

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(a) Subject to the satisfaction by Player of each of the conditions precedent described below (the "Conditions"), Player will become eligible to receive an additional amount equal to six million dollars (\$6,000,000), less usual, customary and/or required deductions (the "2012 Additional Amount"). The 2012 Additional Amount will not be fully earned unless and until Player's eligibility to receive such amount has been confirmed by the full satisfaction by Player of all of the following Conditions in accordance with their terms:

1. Player must be on the 80-man roster on the fifteenth (15th) day of the 2012 League Year; and
2. Player must timely report to, and fully and entirely participate in, Club's 2012 League Year mandatory off-season mini-camps; and
3. Player must timely report to, and fully and entirely participate in, Club's 2012 League Year preseason training camp; and
4. Player must not at any time prior to or during the 2012 League Year: (i) fail or refuse to report, practice or play with Club; (ii) leave Club without its prior written consent; (iii) voluntarily retire from professional football; (iv) be suspended by the NFL or Club for Conduct Detrimental; (v) violate the terms of the Contract including, without limitation, Paragraph 3 of the Contract; (vi) be suspended for violation of the NFL Personal Conduct Policy; or (vii) take any action that materially undermines the public's respect for, or is materially critical of, Club, Player's teammates or Club's ownership, coaches, management, operations or policies (any and each of (i) – (vii) above constituting a "Default"); provided, that: (x) a suspension resulting from conduct on the field or other actions by Player that, in the opinion of Club in each case, is non-egregious will not constitute a Default under this Paragraph (a)(4); and (y) unintentional breaches of non-material terms of the Contract will not constitute a Default under this Paragraph (a)(4).

30. 2012 ADDITIONAL AMOUNT

(b) In the event that Player fails to satisfy any of the Conditions to Club's satisfaction, then the 2012 Additional Amount will not be earned by Player, Player will not become eligible to receive it and, if it has been received by Player in accordance with this section, Player will be obligated to immediately return and refund it to Club. Notwithstanding anything to the contrary herein, if Club terminates the Contract after the satisfaction by Player of the Condition specified in Paragraph (a)(1) immediately above, so long as Player has not violated any terms of the Contract, Player will be deemed eligible to receive the 2012 Additional Amount despite the fact that Player has not satisfied the remaining Conditions. The 2012 Additional Amount will be paid to Player on February 15, 2013.

(c) Notwithstanding anything to the contrary herein, Player will not fail to become eligible to receive the 2012 Additional Amount solely by reason that, due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under the Contract, Player is unable to practice or play with Club, based upon the opinion of Club's physician, provided that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever reasonable and customary rehabilitation and treatment Club requires of him.

(d) Notwithstanding anything to the contrary herein, Club agrees to pay to Player the 2012 Additional Amount despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the 2012 League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system. Such guarantee is for one (1) year only, and in no way supersedes or obviates the applicability of the NFL waiver system to Player, or provides Player a guaranteed spot on Club's roster.

(e) It is understood and agreed that the terms set forth in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract. Club hereby reserves all rights and remedies with respect to Player's obligations pursuant to the terms of this section.

31. 2013 ADDITIONAL AMOUNT

(a) Subject to the satisfaction by Player of each of the conditions precedent described below (the "Conditions"), Player will become eligible to receive an additional amount equal to five million dollars (\$5,000,000), less usual, customary and/or required deductions (the "2013 Additional Amount"). The 2013 Additional Amount will not be fully earned unless and until Player's eligibility to receive such amount has been confirmed by the full satisfaction by Player of all of the following Conditions in accordance with their terms:

1. Player must be on the 80-man roster on June 15, 2013; and
 2. Player must timely report to, and fully and entirely participate in, Club's 2013 League Year mandatory off-season mini-camps; and
 3. Player must timely report to, and fully and entirely participate in, Club's 2013 League Year preseason training camp; and
- Player must not at any time prior to or during the 2013 League Year: (i) fail or refuse to report, practice or play with Club; (ii) leave Club without its prior written consent; (iii) voluntarily retire from professional football; (iv) be suspended by the NFL or Club for Conduct Detrimental; (v) violate the terms of the Contract including, without limitation, Paragraph 3 of the Contract; (vi) be suspended for violation of the

31. 2013 ADDITIONAL AMOUNT

NFL Personal Conduct Policy; or (vii) take any action that materially undermines the public's respect for, or is materially critical of, Club, Player's teammates or Club's ownership, coaches, management, operations or policies (any and each of (i) – (vii) above constituting a "Default"); provided, that: (x) a suspension resulting from conduct on the field or other actions by Player that, in the opinion of Club in each case, is non-egregious will not constitute a Default under this Paragraph (a)(4); and (y) unintentional breaches of non-material terms of the Contract will not constitute a Default under this Paragraph (a)(4).

(b) In the event that Player fails to satisfy any of the Conditions to Club's satisfaction, then the 2013 Additional Amount will not be earned by Player, Player will not become eligible to receive it and, if it has been received by Player in accordance with this section, Player will be obligated to immediately return and refund it to Club. Notwithstanding anything to the contrary herein, if Club terminates the Contract after the satisfaction by Player of the Condition specified in Paragraph (a)(1) immediately above, so long as Player has not violated any terms of the Contract, Player will be deemed eligible to receive the 2013 Additional Amount despite the fact that Player has not satisfied the remaining Conditions. The 2013 Additional Amount will be paid to Player on February 15, 2014.

(c) Notwithstanding anything to the contrary herein, Player will not fail to become eligible to receive the 2013 Additional Amount solely by reason that, due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under the Contract, Player is unable to practice or play with Club, based upon the opinion of Club's physician, provided that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever reasonable and customary rehabilitation and treatment Club requires of him.

(d) It is understood and agreed that the terms set forth in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract. Club hereby reserves all rights and remedies with respect to Player's obligations pursuant to the terms of this section.

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32. 2014 ADDITIONAL AMOUNT

(a) Subject to the satisfaction by Player of each of the conditions precedent described below (the "Conditions"), Player will become eligible to receive an additional amount equal to five million dollars (\$5,000,000), less usual, customary and/or required deductions (the "2014 Additional Amount"). The 2014 Additional Amount will not be fully earned unless and until Player's eligibility to receive such amount has been confirmed by the full satisfaction by Player of all of the following Conditions in accordance with their terms:

1. Player must be on the 80-man roster on June 15, 2014; and
2. Player must timely report to, and fully and entirely participate in, Club's 2014 League Year mandatory off-season mini-camps; and
3. Player must timely report to, and fully and entirely participate in, Club's 2014 League Year preseason training camp; and
4. Player must not at any time prior to or during the 2014 League Year: (i) fail or refuse to report, practice or play with Club; (ii) leave Club without its prior written consent; (iii) voluntarily retire from professional football; (iv) be suspended by the NFL or Club for Conduct Detrimental; (v) violate the terms of the Contract including, without limitation, Paragraph 3 of the Contract; (vi) be suspended for violation of the NFL Personal Conduct Policy; or (vii) take any action that materially undermines the public's respect for, or is materially critical of, Club, Player's teammates or Club's ownership, coaches, management, operations or policies (any and each of (i) – (vii) above constituting a "Default"); provided, that: (x) a suspension resulting from conduct on the field or other actions by Player that, in the opinion of Club in each case, is non-egregious will not constitute a Default under this Paragraph (a)(4); and (y) unintentional breaches of non-material terms of the Contract will not constitute a Default under this Paragraph (a)(4).

32. 2014 ADDITIONAL AMOUNT

(b) In the event that Player fails to satisfy any of the Conditions to Club's satisfaction, then the 2014 Additional Amount will not be earned by Player, Player will not become eligible to receive it and, if it has been received by Player in accordance with this section, Player will be obligated to immediately return and refund it to Club. Notwithstanding anything to the contrary herein, if Club terminates the Contract after the satisfaction by Player of the Condition specified in Paragraph (a)(1) immediately above, so long as Player has not violated any terms of the Contract, Player will be deemed eligible to receive the 2014 Additional Amount despite the fact that Player has not satisfied the remaining Conditions. The 2014 Additional Amount will be paid to Player on February 15, 2015.

(c) Notwithstanding anything to the contrary herein, Player will not fail to become eligible to receive the 2014 Additional Amount solely by reason that, due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under the Contract, Player is unable to practice or play with Club, based upon the opinion of Club's physician, provided that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever reasonable and customary rehabilitation and treatment Club requires of him.

(d) It is understood and agreed that the terms set forth in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract. Club hereby reserves all rights and remedies with respect to Player's obligations pursuant to the terms of this section.

33. PARAGRAPH 5 SALARY GUARANTEES

(a) Notwithstanding any language to the contrary herein, and subject to Paragraph (b) immediately below, Club agrees to: (i) pay to Player five million seven hundred fifty thousand dollars (\$5,750,000) of Player's Paragraph 5 Salary for the 2011 League Year despite the fact that: (x) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (y) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system; and (ii) pay to Player two million three hundred thousand (\$2,300,000) of Player's Paragraph 5 Salary for the 2011 League Year despite the fact that Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster. The guarantees described in clauses (i) and (ii) above are defined as the "2011 Salary Guarantee."

(b) If Player is on the 80-man roster on the fifth (5th) day of the 2011 League Year, then Paragraph (a) immediately above will be inapplicable, and the following will be applicable instead: Notwithstanding any language to the contrary herein, Club agrees to pay to Player five million seven hundred fifty thousand dollars (\$5,750,000) of Player's Paragraph 5 Salary for the 2011 League Year (the "2011 Salary Guarantee") despite the fact that: (i) Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster; or (ii) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or, (iii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in any case, the Contract is terminated via the NFL waiver system.

33. PARAGRAPH 5 SALARY GUARANTEES

(c) Notwithstanding any language to the contrary herein, and subject to Paragraph (d) immediately below, Club agrees to pay to Player five million seven hundred fifty thousand dollars (\$5,750,000) of Player's Paragraph 5 Salary for the 2012 League Year (the "2012 Salary Guarantee") despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system.

(d) If Player is on the 80-man roster on the date of Club's final regular season game of the League Year immediately following the 2010 League Year, then Paragraph (c) immediately above will be inapplicable, and the following will be applicable instead: Notwithstanding any language to the contrary herein, Club agrees to pay to Player five million seven hundred fifty thousand dollars (\$5,750,000) of Player's Paragraph 5 Salary for the 2012 League Year (the "2012 Salary Guarantee") despite the fact that: (i) Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster; or (ii) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or, (iii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in any case, the Contract is terminated via the NFL waiver system.

(e) If Player is on the 80-man roster on the fifth (5th) day of the 2013 League Year, then notwithstanding any language to the contrary herein, Club agrees to pay to Player nine million seven hundred fifty thousand dollars (\$9,750,000) of Player's Paragraph 5 Salary for the 2013 League Year (the "2013 Salary Guarantee") despite the fact that: (i) Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster; or (ii) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or, (iii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in any case, the Contract is terminated via the NFL waiver system.

(f) If Player is on the 80-man roster on the date of Club's final regular season game of the 2013 League Year, then notwithstanding any language to the contrary herein, Club agrees to pay to Player nine million seven hundred fifty thousand dollars (\$9,750,000) of Player's Paragraph 5 Salary for the 2014 League Year (the "2014 Salary Guarantee") despite the fact that: (i) Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster; or (ii) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or, (iii) due to an NFL football-related injury, illness or

33. PARAGRAPH 5 SALARY GUARANTEES

death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in any case, the Contract is terminated via the NFL waiver system.

(j) The 2011, 2012, 2013 and 2014 Salary Guarantees hereinafter will be referred to as the "Guarantees."

(k) Player will report to, and practice and play with, Club, and honor all terms of the Contract. If at any time prior to the 2014 League Year, Player: (i) fails or refuses to report, practice or play with Club; (ii) leaves Club without its prior written consent; (iii) voluntarily retires from professional football; (iv) is suspended by the NFL or Club for Conduct Detrimental; (v) violates the terms of the Contract including, without limitation, Paragraph 3 of the Contract; (vi) is suspended for violation of the NFL Personal Conduct Policy; or (vii) takes any action that materially undermines the public's respect for, or is materially critical of, Club, Player's teammates or Club's ownership, coaches, management, operations or policies (any and each of (i) – (vii) above constituting a "Default") then, upon election and demand by Club, the Guarantees that apply to periods following the date of such Default will be null and void, whether or not such Guarantees otherwise had been earned in accordance with the terms thereof; provided, that it will not constitute a failure or refusal to practice or play with Club if Player, due to an NFL football-related injury, illness or death while performing his services as a professional football player under the Contract, is unable to practice or play with Club, based on the opinion of Club's physician, provided that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him; and provided further, that: (i) a suspension resulting from conduct on the field or other actions by Player that, in the opinion of Club in each case, is non-egregious will not constitute a Default under this Paragraph (k); and (ii) unintentional breaches of non-material terms of the Contract will not constitute a Default under this Paragraph (k).

(l) Each Guarantee is for one (1) year only, and in no way supersedes or obviates the applicability of the NFL waiver system to Player, or provides Player a guaranteed spot on Club's roster.

(m) It is understood and agreed that the terms included in this section are express provisions of the Contract and, but for the provisions herein contained, Club would not have executed the Contract.

34. PHYSICAL OFF-SEASON STRENGTH AND CONDITIONING PROGRAM

(a) At Club's invitation, Player may choose to participate in Club's Physical Off-Season Strength and Conditioning Program (the "Workout Program") at Club's facility during the off-season of the 2011, 2012, 2013 and 2014 League Years. If Player elects to participate in the Workout Program, Player is required to report and fully complete strength, conditioning and skill sessions, each at a high level of intensity at a pre-determined time under the supervision of Club's Strength Coach for four (4) workout days per week for the term of the Workout Program. No three (3) consecutive workout days will be allowed.

(b) For each week of fulfilled participation based on the standards set forth in Paragraph (a) immediately above, as documented by records maintained by Club and based upon Club's judgment as to Player's satisfactory completion of the subjective portions thereof, Player will be compensated at the rate of five hundred twenty dollars (\$520.00) per week for four (4) pre-determined workout days during the 2011 League Year; the rate of five hundred eighty dollars (\$580.00) per week for four (4) pre-determined workout days during the 2012 League Year; the rate of five hundred eighty dollars (\$580.00) per week for four (4) pre-determined workout days during the 2013 League Year; and the rate of five hundred eighty dollars (\$580.00) per week for four (4) pre-determined workout days during the 2014 League Year.

34. PHYSICAL OFF-SEASON STRENGTH AND CONDITIONING PROGRAM

(c) If Player is unable to participate fully and satisfactorily in the Workout Program because of an injury, Player must rehabilitate such injury as required by, and under the supervision of, Club's trainer at Club's facilities until such time as full participation in the Workout Program can be achieved.

35. OFF-SEASON WORKOUT BONUS

(a) Player will earn an additional amount equal to two hundred fifty thousand dollars (\$250,000) if he successfully completes at least ninety percent (90%) of the possible workouts of the Workout Program at Club's facility during the 2011 League Year in accordance with the terms set forth in Section 34 above and this Section 35, or as agreed between Player and the Head Coach (the "2011 Workout Bonus"). If, for any reason, there is no 2011 Workout Program, then the 2012 Workout Bonus described in Paragraph (c) immediately below will be five hundred thousand dollars (\$500,000) instead of two hundred fifty thousand dollars (\$250,000).

(b) Notwithstanding any language to the contrary herein, Club agrees to pay to Player the 2011 Workout Bonus despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system prior to the completion of the 2011 Workout Program.

(c) Player will earn an additional amount equal to two hundred fifty thousand dollars (\$250,000) if he successfully completes at least ninety percent (90%) of the possible workouts of the Workout Program at Club's facility during the 2012 League Year in accordance with the terms set forth in Section 34 above and this Section 35, or as agreed between Player and the Head Coach (the "2012 Workout Bonus").

(d) Notwithstanding any language to the contrary herein, Club agrees to pay to Player the 2012 Workout Bonus despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system prior to the completion of the 2012 Workout Program.

(e) Player will earn an additional amount equal to two hundred fifty thousand dollars (\$250,000) if he successfully completes at least ninety percent (90%) of the possible workouts of the Workout Program at Club's facility during the 2013 League Year in accordance with the terms set forth in Section 34 above and this Section 35, or as agreed between Player and the Head Coach.

(f) If Player is on the 80-man roster on the fifth (5th) day of the 2013 League Year then, notwithstanding any language to

35. OFF-SEASON WORKOUT BONUS

the contrary herein, Club agrees to pay to Player the 2013 Workout Bonus despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system prior to the completion of the 2013 Workout Program.

(g) Player will earn an additional amount equal to two hundred fifty thousand dollars (\$250,000) if he successfully completes at least ninety percent (90%) of the possible workouts of the Workout Program at Club's facility during the 2014 League Year in accordance with the terms set forth in Section 34 above and this Section 35, or as agreed between Player and the Head Coach.

(h) If Player is on the 80-man roster on date of Club's final regular season game of the 2013 League Year then, notwithstanding any language to the contrary herein, Club agrees to pay to Player the 2014 Workout Bonus despite the fact that: (i) Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or already on the roster of Club, and for whom Club needs salary cap room; or (ii) due to an NFL football-related injury, illness or death incurred while performing his services as a professional football player under his Contract, Player is unable, based upon the opinion of Club's physician, to pass Club's pre-season physical examination for the applicable League Year and/or is unable to perform his playing services for Club (provided in each case that Player has promptly and fully disclosed his physical condition to Club and undergoes to Club's satisfaction whatever, if any, reasonable and customary rehabilitation and treatment Club requires of him); and, in either case, the Contract is terminated via the NFL waiver system prior to the completion of the 2014 Workout Program.

(i) Each Workout Bonus, if earned in any year in accordance with this Section 35, will be paid on or about August 1st of each such year.

(j) Player is required to report and fully complete strength, conditioning and skill sessions, each at a high level of intensity at a pre-determined time under the supervision of Club's Strength Coach. If Player is unable to participate fully and satisfactorily in the Workout Program because of an injury, Player must rehabilitate such injury as required by, and under the supervision of, Club's trainer at Club's facilities (or another facility permitted by the Head Coach) until such time as full participation in the Workout Program can be achieved, except that scheduled workouts during this rehabilitation period will not be included in the calculation of "possible workouts" described in this Section 35. Any mini-camps conducted by Club will not be considered a part of the Workout Program, and Player's participation in any such mini-camp will not be included in the calculation of "possible workouts" described in this Section 35.

36. PERSONAL SERVICES CLAUSE

As additional consideration for the compensation provided to Player and in accordance with Paragraph 4(a) of the NFL Player Contract, during the Contract term, Player makes the following commitments to Club (subject to, and in addition to, any other existing marketing agreements between Club and Player):

36. PERSONAL SERVICES CLAUSE

(a) Player will make up to ten (10) promotional and charitable appearances per year for Club. In addition, Player will attend the New England Patriots Charitable Foundation Annual Event and the Annual Kickoff Gala. Club will pay all reasonable travel and other expenses related to such appearances incurred by Player.

(b) Player will autograph items for Club's promotional and charitable use as reasonably requested by appropriate Club officials.

(c) Player will perform up to three (3) hours of service per month: (i) on Club's website including, without limitation, participating in player online chats and profiles, blogs and other interactive features of the website whether now existing or as may be developed in the future; and (ii) in Club-sponsored or controlled radio and/or television productions, in all formats and media.

(d) Club and Player will mutually agree upon the dates and times of Player's services under Paragraphs (a), (b) and (c) immediately above.

(e) Player grants to Club the rights to the use of digital images of Player in uniform on Club's website and related Club-controlled media, and Player hereby acknowledges and agrees that: (i) he will not object to any such use by Club under any circumstances; and (ii) Player does not have the right to grant any such rights to any third parties without the prior written permission of Club in each and every case. Club may not authorize the commercial use by third parties (not including Club's football-related affiliate entities) of Player's likeness without Player's written permission.

(f) Club and Player agree to work with each other in good faith with respect to all Club audio and/or audiovisual media and marketing activities of any kind (including, without limitation, online and other digital media initiatives) and recognize that it is in the best interest of Player and Club for Player, where appropriate and possible, to pursue commercial, promotional and media relationships with Club's sponsors and partners (including, without limitation, Club's audio and audiovisual media partners). Club and Player agree that Player will exhaust all reasonable efforts to establish relationships exclusively with such Club sponsors and partners. If, after exhausting all reasonable efforts to work exclusively with such Club sponsors and partners (to Club's satisfaction), Player is unable to enter into a commercially reasonable relationship, then Player will have the right to establish a relationship with a like entity that is not a Club sponsor or partner. Player agrees that, in all cases, prior to entering into a relationship with any such non-affiliated party, such Club sponsors and partners will have a reasonable opportunity to match any compensation terms offered to Player by such non-affiliated party. If any such Club sponsor or partner so matches such terms, Player will be required to work with any such sponsor or partner in lieu of the non-affiliated party, and acknowledges and agrees that his failure to do so will cause harm to Club.

(g) Player agrees that he will not, without the prior written consent of Club, appear as a regularly scheduled guest or host or contributor of any kind (including, without limitation, a blogger) of a radio or television network, station, show, publication, site or media outlet of any kind related to professional football for any local media other than a Club-sponsored or controlled radio or television network, station, show, publication, site or media outlet of any kind.

(h) Subject to the provisions of the NFL Group Licensing Program, Player will not engage in any marketing or media activity, other than through Club, that could reasonably infer Club's sponsorship or endorsement of such activity including, without limitation, through the use of Club's name, logo, mark, color, uniform or other identifying symbol.

(i) This Section 36 will be null and void if Player is traded.

37. GOVERNING LAW, JURISDICTION AND WORKERS COMPENSATION

(a) The Contract and all terms, conditions and provisions of the Contract were negotiated and agreed upon in the Commonwealth of Massachusetts and in no other state, and execution of the Contract is made in the Commonwealth of Massachusetts. Player and Club acknowledge and agree that any dispute, claim or cause of action (hereinafter, "dispute") arising under the Contract will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without resort to choice of law rules.

(b) All workers' compensation disputes arising under the Contract, and jurisdiction for resolving any such disputes and other matters related to workers' compensation, will be exclusive to the Commonwealth of Massachusetts, determined and decided in accordance with all of the applicable workers' compensation laws, rules and regulations of the Commonwealth, without resort to choice of law rules, and regardless of the location or situs of the injury giving rise to the dispute.

38. ADDITIONAL ACKNOWLEDGEMENTS

The following terms apply generally to the Contract:

(a) Player hereby expressly authorizes and directs Club, in its discretion, to deduct and set off at any time and from time to time, all or any part of any sums owed by Player to Club from any wages, salaries, bonuses, awards, payments, amounts and/or additional consideration owed to, or that may become owed to, Player by Club. In the event that this Contract is assigned to another NFL club or Player subsequently is otherwise employed by any professional football organization, including Club, as a football player, Player hereby authorizes such club(s) to deduct for the account of Club the full amount of any such amounts owed by Player to Club that were not repaid to, or collected by, Club prior thereto. Player hereby agrees, upon request of Club, to execute any further documentation required or otherwise deemed necessary to facilitate such repayment. Upon request by Player, Club will provide a written accounting to Player of any deductions by Club. Any deductions that are undisputed as unsubstantiated or inaccurate will be reimbursed to Player.

(b) If any outstanding amounts owed by Player to Club cannot be satisfied in full by the deductions described in Paragraph (a) immediately above, then Club will be entitled to exercise all rights and remedies available to it to compel immediate payment thereof, and Player and Club agrees that the non-prevailing party will pay all costs and expenses of such collection including, but not limited to, attorney's fees.

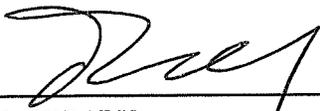
(c) No term or condition of the Contract, and no breach of the Contract, will be waived, altered or modified except by written instrument. The exercise of any remedy under the Contract will be without prejudice to other remedies available under the Contract or otherwise. The waiver of any default or breach of the Contract will not constitute a waiver of any other or subsequent default or breach. The section headings in the Contract are used for convenience only and will not affect the interpretation of any provision. For purposes of hereof, the term "Club" will be deemed to include any Contract assignee via trade or the NFL waiver system.

(d) To the extent any of the terms, conditions or provisions set forth in the Contract are found or deemed to be unenforceable under the Collective Bargaining Agreement or otherwise, such unenforceability will not affect any other term, condition, provision or the whole hereof, and the Contract will be construed as if such unenforceable term, condition or provision had not been contained in the Contract, preserving to the fullest permissible extent the parties' intent and agreements set forth in the Contract.

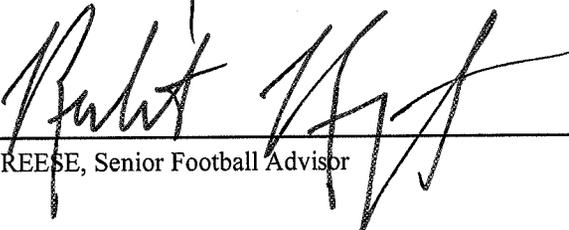
(e) Notwithstanding any other provision of this NFL Player Contract, all amounts payable under the Contract will be paid on the earlier of: (i) the date(s) set forth in the Contract; or (ii) a date which is on or before March 15 of the calendar

38. ADDITIONAL ACKNOWLEDGEMENTS

year next following the calendar year in which Player's right to payment ceases to be subject to a "substantial risk of forfeiture" (as defined in Treas. Reg. § 1.409A-1(d)). Any amount that is paid before the date described in clause (i) of this Paragraph (e) will be discounted to present value using an assumed interest rate equal to the one-year Treasury Note rate published in *The Wall Street Journal* of February 1 of the calendar year in which Player receives any such payment (or, if *The Wall Street Journal* is not published on such February 1, then the last day before such February 1 on which *The Wall Street Journal* is published). This provision will not constitute tax advice to Player; Player is responsible for seeking his own tax advice in respect of the matters described in this Paragraph (e).

PLAYER: 
TOM BRADY

DATE: 9.10.10

CLUB: 
FLOYD REESE, Senior Football Advisor

DATE: _____

AGENT: _____
DONALD YEE

DATE: _____

NFL PLAYER CONTRACT

THIS CONTRACT is between DREW BIRKS, hereinafter "Player," and
THE NEW ORLEANS LA SAINTS LTD CORPORATION, a TEXAS

NEW ORLEANS
corporation (limited partnership) (partnership), hereinafter "Club" operating under the name of the NEW ORLEANS
LOUISIANA SAINTS as a member of the National Football League, hereinafter "League." In consideration of the promises

made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers 5 football season(s), and will begin on the date of execution or March 1, 2009, whichever is later, and end on February 28 or 29, 2014, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official mandatory mini-camp(s), official preseason training camp, all Club meetings and practice sessions, and all pre-season, regular season, and post-season football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. **PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.** (a) Player grants to Club and the League, separately and together, the authority to use his name and picture for publicity and the promotion of NFL Football, the League or any of its member clubs in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not constitute an endorsement by Player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League. Player and National Football League Players Association, hereinafter "NFLPA," will not contest the rights of the League and its member clubs to telecast, broadcast, or otherwise transmit NFL Football or the right of NFL Films to produce, sell, market, or distribute football game film footage, except insofar as such broadcast, telecast, or transmission of footage is used in any commercially marketable game or interactive use. The League and its member clubs, and Player and the NFLPA, reserve their respective rights as to the use of such broadcasts, telecasts or transmissions of footage in such games or interactive uses, which shall be unaffected by this subparagraph.

(b) Player hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images on or in conjunction with products, (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.) that are sold at retail or used as promotional or premium items. Player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL player on products that are sold at retail or are used as promotional or premium items. If Player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with timely written notice of that preclusion, the NFLPA will exclude Player from that particular program. In consideration for this assignment of rights, the NFLPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA will use its best efforts to promote the use of NFL player images in group licensing programs, to provide group licensing opportunities to all NFL players, and to ensure that no entity utilizes the group licensing rights granted to the NFLPA without first obtaining a license from the NFLPA. This subparagraph (b) shall be construed under Virginia law without reference to conflicts of law principles. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, or (b) the year in which this contract expires. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA. The terms of this subparagraph apply unless, at the time of execution of this contract, Player indicates by striking out this subparagraph (b) and marking his initials adjacent to the stricken language his intention not to participate in the NFLPA Group Licensing Program. Nothing in this subparagraph shall be construed to supersede or any way broaden, expand, detract from, or otherwise alter in any way whatsoever, the rights of NFL Properties, Inc. as permitted under Article V (Union Security), Section 4 of the 1993 Collective Bargaining Agreement.

5. **COMPENSATION.** For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ <u>4,487,500.00</u>	for the <u>2009</u> season;	
\$ <u>6,498,000.00</u>	for the <u>2010</u> season;	Option Year
\$ <u>7,393,500.00</u>	for the <u>2011</u> season;	Option Year
\$ <u>9,290,000.00</u>	for the <u>2012</u> season;	Option Year
\$ <u>10,780,000.00</u>	for the <u>2013</u> season.	Option Year

In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during pre-season training and in connection with playing pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to and from pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits, and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. **PAYMENT.** Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the applicable regular season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time of termination.

7. **DEDUCTIONS.** Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. **PHYSICAL CONDITION.** Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. **INJURY.** Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

10. **WORKERS' COMPENSATION.** Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

11. **SKILL, PERFORMANCE AND CONDUCT.** Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgement of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players who Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

12. **TERMINATION.** The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. **INJURY GRIEVANCE.** Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following injury grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

14. **RULES.** Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. **INTEGRITY OF GAME.** Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. **EXTENSION.** Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. **ASSIGNMENT.** Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

18. **FILING.** This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

19. **DISPUTES.** During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

20. **NOTICE.** Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. **OTHER AGREEMENTS.** This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case

22. LAW. This contract is made under and shall be governed by the laws of the State of LOUISIANA.

23. WAIVER AND RELEASE. Player waives and releases any claims that he may have arising out of, related to, or asserted in the lawsuit entitled White v. National Football League, including, but not limited to, any such claim regarding past NFL Rules, the College Draft, Plan B, the first refusal/compensation system, the NFL Player Contract, pre-season compensation, or any other term or condition of employment, except any claims asserted in Brown v. Pro Football, Inc. This waiver and release also extends to any conduct engaged in pursuant to the Stipulation and Settlement Agreement in White ("Settlement Agreement") during the express term of that Settlement Agreement or any portion thereof. This waiver and release shall not limit any rights Player may have to performance by the Club under this Contract or Player's rights as a member of the White class to object to the Settlement Agreement during its review by the court in Minnesota. This waiver and release is subject to Article XIV (NFL Player Contract), Section 3(c) of the 1993 Collective Bargaining Agreement (CBA).

24. OTHER PROVISIONS. (a) Each of the undersigned hereby confirms that (i) this Contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether expressed or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules of the Settlement Agreement took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the Stipulation and Settlement Agreement in White v. NFL, including but not limited to the Rookie Pool and Salary Cap provisions; however, any conduct permitted by the CBA and/or the Settlement Agreement shall not be considered a violation of this confirmation.

(c) The Club further confirms that any information regarding the negotiation of this contract that it provided to the Neutral Verifier was, at the time the information was provided, true and correct in all material respects.

25. SPECIAL PROVISIONS.

SEE ATTACHED ADDENDUM

THIS CONTRACT is executed in six (6) copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

PLAYER	<u>NEW ORLEANS LOUISIANA SAINTS</u>
Home Address	CLUB
Telephone Number	By
Date	5800 AIRLINE DR.
	Club Address
	METairie, LA 70003
	Date

NATIONAL FOOTBALL LEAGUE

SEP 22 2009

RECEIVED

PLAYER'S CERTIFIED AGENT

Address

Telephone number

Date

Copy Distribution:

White-League Office
Blue-Management Council

Yellow-Player
Gold-NFL PA

Green-Member Club
Pink-Player Agent

SEP. 16. 2009 5:43PM

TALENT TREE

NO. 6076 P. 5

SIGNING, REPORTING AND PLAYING BONUS

Between the New Orleans Saints LA Saints LTD Corporation ("Club") and DREW BRILES ("Player"). Club and Player are executing this Addendum concurrently with their execution of an NFL Player Contract for the 2009, 2010, 2011, 2012 and 2013 Seasons (the "Contract").

As additional consideration for the execution of the NFL Player Contract and for Player's adherence to all provisions to the Contract for the 2009 Regular Season, Club agrees to pay Player a bonus in the amount of Five Million One Thousand Dollars (\$5,001,000.00) (the "Bonus") payable as follows:

\$ 1,000.00	payable with 15 days of execution and
\$ 5,000,000.00	payable in equal installments over the remainder of the 2009 Regular Season

The Bonus is subject to the approval of this Contract by the NFL Management Council.

It is expressly understood that no part of the Bonus is part of any salary in the Contract for the years set forth above or for any subsequent contract years which may be added to the Contract by option, extension, or any other means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

In the event during the 2009 Regular Season Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Detrimental or suspension for violating the NFL Policy and Program for Substances of Abuse, the NFL Policy on Anabolic Steroids and Related Substances, the NFL Personal Conduct Policy, or in the event player leaves Club without his consent during the duration of the 2009 Regular Season, then Player shall be in default. In the event of Player's default, upon demand by Club, Player shall relinquish the right to receive any unpaid Bonus in the proportionate amount equal to 1/17th for each Regular Season Game missed.

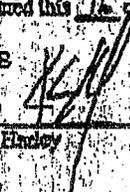
This provision shall not be applicable in the event that Player, due to an NFL football-related injury, or death resulting therefrom, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. It is further understood and agreed that Player's waiver of rights to certain unpaid amounts and Player's obligation to repay certain amounts of the Bonus as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Player hereby authorizes Club, in its sole discretion, to deduct and set off at any time and from time to time all or any part of any sums owed by Player to Club from any current or deferred or future wages, salaries, bonuses, severance pay and/or additional consideration owed to, or that may become owed to Player by Club.

To the extent any of the terms set forth above are deemed unenforceable under the Collective Bargaining Agreement, as amended by the 2006 CBA extension agreement, any forfeiture by Player under this Agreement shall be the maximum amount permitted by the terms of this Agreement and the Collective Bargaining Agreement, as amended.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

Executed this 16th day of September, 2009.

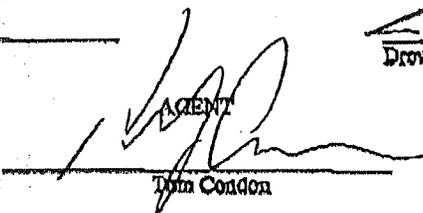
CLUB


Khari Hines

PLAYER


Drew Brees

AGENT


Tom Condon

SEP 16 2009 5:43PM

TALENT TREE

NO. 6076 P. 6

Draw Brees

Page 1

Addendum 1 to NFL Player Contract

This is an Addendum to the National Football League ("NFL") Player Contract between Drew Brees ("Player") and the NEW ORLEANS LA SAINTS LTD CORPORATION ("Club") dated September 16, 2009 and ending February 28, 2014 (the "Contract"). For the purpose of this Addendum, "Regular Season" shall mean the NFL regular season excluding pre-season and post-season games unless otherwise specifically included.

L. FIRST OPTION AGREEMENT AND BONUS. As further consideration for the execution of the Contract, Club at its sole discretion, will have an option to renew the 2009 Contract for the 2010, 2011, and 2012 League Years (the "Option") upon the same terms and conditions as those provided in the Contract by providing written notice via certified mail, personal delivery (including Federal Express and other overnight courier services) or facsimile transmission to Player and Player's NFLPA Certified Contract Advisor on or before the 3rd day prior to the last day of the 2009 League Year, said date being the "Option Exercise Period". As additional consideration for the execution of this Option, Club agrees to pay the Player the sum of Three Million Three Hundred One Thousand Dollars (\$3,301,000.00) (the Option Exercise Fee) less usual, customary and/or required deductions. In the event the Club elects to exercise the Option, the Option Exercise Fee shall be payable as follows:

\$ 3,301,000.00 payable in equal 1/17 weekly installments over the 2010 Regular Season.

It is expressly understood that no part of the Option Exercise Fee is part of any salary in the Contract for the years set forth above or for any subsequent contract years which may be added to the Contract by option, extension, or any other means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

In the event, during the 2010 Regular Season, Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Detrimental or suspension for violating the NFL Policy and Program for Substances of Abuse, the NFL Policy on Anabolic Steroids and Related Substances, the NFL Personal Conduct Policy, or in the event player leaves Club without its consent during the 2010 Regular Season, then Player shall be in default. In the event of Player's default, upon demand by Club, Player shall relinquish the right to receive any unpaid Option Exercise Fee in the proportion of 1/17th for each game missed.

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, or death resulting therefrom, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. It is further understood and agreed that Player's waiver of rights to certain unpaid amounts and Player's obligation to re-pay certain amounts of the Option Exercise Fee as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Player hereby authorizes Club, in its sole discretion, to deduct and set off at any time and from time to time all or any part of any sums owed by Player to Club from any current or deferred or future wages, salaries, bonuses, severance pay and/or additional consideration owed to, or that may become owed to, Player by Club. No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

If Club exercises the above option, the Paragraph 5 Salaries for the Player during the 2010-2012 Option Years shall be as follows:

League Year	Paragraph 5 Salary
2010 Option Year	\$ 6,498,000.00
2011 Option Year	\$ 7,393,300.00
2012 Option Year	\$ 9,290,000.00

NON-EXERCISE PROVISION: If Club does not exercise the Option to extend the 2009 Contract for the 2010-2012 League Years, and Player is on the Club's 80 Man Roster on the 2nd day prior to the last day of the 2009 League Year, Club shall pay Player an Option Non-Exercise fee (the "Option Non-Exercise Fee") in the amount of Three Million Three Hundred One Thousand Dollars (\$3,301,000.00). The Option Non-Exercise Fee shall be payable within 5 days. In the event the player is terminated prior to the Option Exercise Date described in this Option Agreement (on or before the 3rd day prior to the last day of the 2009 League Year), Club is not obligated to pay the Player any portion of the Option Exercise Fee or Non-Exercise Fee.

To the extent any of the terms set forth above are deemed unenforceable under the Collective Bargaining Agreement, as amended by the 2006 CBA extension agreement, any forfeiture by Player under this Agreement shall be the maximum amount permitted by the terms of this Agreement and the Collective Bargaining Agreement, as amended. Player agrees that

DB, KIL, TC
Player Club Agent

SEP 16 2009 5:43PM

TALENT TREE

NO. 6076 P. 7

Dear Bruce

Page 2

the form of this Option Agreement satisfies the requirement of Article XV, Section 1 of the 1993 Collective Bargaining Agreement, as amended pertaining to separately negotiated Option Addenda.

2. **SECOND OPTION AGREEMENT AND BONUS.** Only if Club exercises the first Option pursuant to paragraph 1 above, then as further consideration for the execution of the Contract, Club at its sole discretion, will have an option to renew the 2012 Contract for the 2013 League Year (the "Option") upon the same terms and conditions as those provided in the Contract by providing written notice via certified mail, personal delivery (including Federal Express and other overnight courier services) or facsimile transmission to Player and Player's NFLPA Certified Contract Advisor on or before the last day of the Club's Preseason Training Camp for the 2011 League Year, said date being the "Option Exercise Period". As additional consideration for the execution of this Option, Club agrees to pay the Player the sum of Two Million Four Hundred Six Thousand Five Hundred Dollars (\$2,406,500.00) (the Option Exercise Fee) less usual, customary and/or required deductions. In the event the Club elects to exercise the Option, the Option Exercise Fee shall be payable as follows:

\$ 2,406,500.00 payable in equal 1/17 weekly installments over the 2011 Regular Season

It is expressly understood that no part of the Option Exercise Fee is part of any salary in the Contract for the years set forth above or for any subsequent contract years which may be added to the Contract by option, extension, or any other means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

In the event, during the 2011 Regular Season, Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Deleterious or suspension for violating the NFL Policy and Program for Substances of Abuse, the NFL Policy on Anabolic Steroids and Related Substances, the NFL Personal Conduct Policy, or in the event player leaves Club without his consent during the 2011 Regular Season, then Player shall be in default. In the event of Player's default, upon demand by Club, Player shall relinquish the right to receive any unpaid Option Exercise Fee in the proportion of 1/17th for each game missed.

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, or death resulting therefrom, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. It is further understood and agreed that Player's waiver of rights to certain unpaid amounts and Player's obligation to repay certain amounts of the Option Exercise Fee as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Player hereby authorizes Club, in its sole discretion, to deduct and set off at any time and from time to time all or any part of any sums owed by Player to Club from any current or deferred or future wages, salaries, bonuses, severance pay and/or additional consideration owed to, or that may become owed to, Player by Club. No term or condition of this agreement, and no branch thereof, shall be waived, altered or modified except by written instrument.

If Club exercises the above option, the Paragraph 5 Salary for the Player during the 2013 Option Year shall be as follows:

League Year	Paragraph 5 Salary
2013 Option Year	\$ 10,980,000.00

NON-EXERCISE PROVISION. If Club does not exercise the Option to extend the 2012 Contract for the 2013 League Year and Player is on the Club's 30 Man Roster on the day following the last day of Club's Preseason Training Camp for the 2011 League Year, Club shall pay Player an Option Non-Exercise fee (the "Option Non-Exercise Fee") in the amount of Two Million Four Hundred Six Thousand Five Hundred Dollars (\$2,406,500.00). The Option Non-Exercise Fee shall be payable within 5 days. In the event the player is terminated prior to the Option Exercise Date described in this Option Agreement (on or before the last day of Club's Preseason Training Camp for the 2011 League Year), Club is not obligated to pay the Player any portion of the Option Exercise Fee or Non-Exercise Fee.

To the extent any of the terms set forth above are deemed unenforceable under the Collective Bargaining Agreement, as amended by the 2006 CBA extension agreement, any forfeiture by Player under this Agreement shall be the maximum amount permitted by the terms of this Agreement and the Collective Bargaining Agreement, as amended. Player agrees that the form of this Option Agreement satisfies the requirement of Article XV, Section 1 of the 1993 Collective Bargaining Agreement, as amended pertaining to separately negotiated Option Addenda.

3. **2010 - 2011 OFF-SEASON WORKOUT COMPENSATION.** At the Club's discretion, it may invite Player to participate in its off-season workout program. If invited to participate, Player will receive a bonus in the amount of Two Hundred Thousand Dollars (\$200,000.00) ("Workout Pay") for each of the 2010 and 2011 Contract Years for participating in 90% of the Club's off-season workout program and satisfying the Club's reasonable workout requirements each year. The maximum Player may earn pursuant to this clause for the years 2010 - 2011 is Four Hundred Thousand Dollars (\$400,000.00).

[Signature]
Player Club Agent

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The off-season workout program shall include on-site Club authorized rehabilitation due to a football-related injury. For the purposes of this Contract, Workout Pay shall be deemed to include any per diem amounts Player is eligible to earn pursuant to the 1993 NFL Collective Bargaining Agreement as amended. Player must be a member of the Club's 80-Man Roster at the start and completion of the Club's off-season workout program to be eligible for the Workout Pay. The Workout Pay shall be payable to Player in a lump sum payment within 15 days of the program's completion. Eligibility for the Workout Pay shall be determined by records maintained by the Club. In the event that Player does not satisfy the 90% participation requirement, he shall not receive any compensation for his participation in the program. In the event Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Deleterious or suspension for violating the NFL Policy and Program for Drugs of Abuse and Alcohol, the NFL Policy and Procedures for Anabolic Steroids and Related Substances, or the NFL Personal Conduct Policy, or leaves Club without its consent during the duration of any of the above contract years, then Player shall be in default ("Default"). In the event of Player's Default, upon demand by Club, Player shall immediately return and refund to the Club any of the Workout Pay previously paid by Club for that contract year(s).

To the extent any of the terms set forth above are deemed unenforceable under the Collective Bargaining Agreement, as amended by the 2006 CBA extension agreement, any forfeiture by Player under this Agreement shall be the maximum amount permitted by the terms of this Agreement and the Collective Bargaining Agreement, as amended.

4. **2012 VOID.** Player's contract for the 2012 League Year (if only the First Option is exercised and Second Option is not exercised) will automatically void if Player is on Club's roster five (5) days after the Club concludes play for the 2011 Season (including post season).
6. **2012 - 2013 VOID.** Player's contract for the 2012 and 2013 League Years (if the First and Second Option are exercised) will automatically void if Player is on Club's roster five (5) days after the Club concludes play for the 2011 Season (including post season).
6. **ADDITIONAL PLAYER SERVICES.** In addition to the services in the standard NFL Player Contract, Paragraph 2, Player agrees to do five (5) appearances (guaranteed) for each contract year with out-of-town expenses being paid by Club. Player agrees to sign 400 items of Club memorabilia per year for the sole use of Club for distribution. Memorabilia includes, but is not limited to, football equipment, photographs and licensed apparel of the NFL and the New Orleans Saints Football Club. Player agrees to perform up to a maximum of four (4) hours of service on the New Orleans Saints Internet (home page) each month during the term of this Agreement. Club and Player will mutually agree on dates and times of participation.
7. **JURISDICTION.** As a material inducement for the Club to employ Player's services, Player promises and agrees that any worker's compensation claim, dispute, or cause of action arising out of Player's employment with the Club shall be subject to the worker's compensation laws of Louisiana exclusively and not the worker's compensation laws of any other state. Player further agrees that any claim, filing, petition, or cause of action in any way relating to workers' compensation rights or benefits arising out of Player's employment with the Club, including without limitation the applicability or enforceability of this addendum, shall be brought solely and exclusively with the Louisiana courts or the Louisiana body that has jurisdiction over the matter.
8. **CONFIDENTIALITY.** The financial terms of the Contract and this Addendum shall be strictly confidential except as otherwise expressly provided.
9. **FULL FORCE.** This Addendum modifies the Contract only to the extent specifically set forth herein. In all other respects the Contract, including any Addenda thereto, remains unchanged and in full force and effect.
10. **NON-TAMPERING CLAUSE.** During the term of the Contract, neither Player nor his representatives will solicit offers from, negotiate with, or enter into any agreement with any professional football team other than Club to perform football-related services. This prohibition applies to all offers, contracts, or negotiations regardless of whether or not the prospective services are to be performed by Player after the expiration of the Contract. Player hereby represents that he is not under contract to any other professional football league, or any other professional football club, and is free to negotiate and sign this agreement.
12. **CLAUSE HEADINGS.** The clause headings appearing in this Addendum have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain nor any other substantive provision of the Contract.

DB, KH, TC
Player Club Agent

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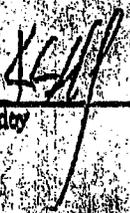
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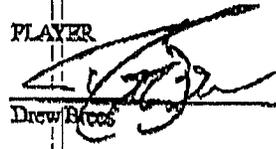
12. **ACKNOWLEDGEMENT.** By signing this addendum, Player acknowledges that he has read it and has consulted with the advisor of his choice or had the opportunity to do so, understands its terms, and enters into it of his own free will and choice.

Executed this 16 day of September, 2009.

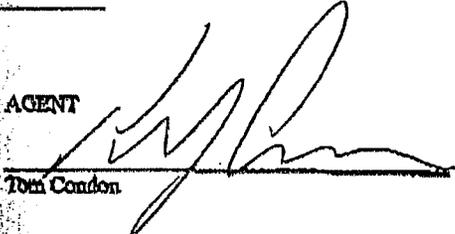
CLUB


Khal Harley

PLAYER


Drew Brees

AGENT


Tom Condon


Player Club Agent

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TALENT TREE

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INCORPORATION OF PRIOR OPTION BONUS AGREEMENT

On or about March 16, 2006 the NEW ORLEANS LOUISIANA SAINTS LTD PARTNERSHIP ("Club") and DREW BRIES ("Player") entered into an NFL Player Contract covering the 2006-2011 League Years, which included, ~~inter alia~~ a paragraph entitled "OPTION AGREEMENT AND BONUS".

Player hereby agrees to incorporate into this NFL Player Contract dated September 14, 2009 the aforesaid paragraph by attaching said paragraph hereto and deeming it a part hereof as if it had been executed by the parties on this date subject to the following qualifications and conditions:

1. Player acknowledges that Club has exercised the Option for the 2007-2011 League Years on or about February 22, 2007.
2. Player acknowledges that Club has already paid Player the total amount of \$12,000,000.00 set forth in the Option Agreement and Bonus.
3. Player's entitlement to retain the Option Bonus shall remain subject to the express terms and conditions of the aforementioned paragraph entitled "OPTION AGREEMENT AND BONUS" in the contract dated on or about March 16, 2006 as if such a paragraph had been executed.

NEW ORLEANS LOUISIANA SAINTS LTD CORPORATION

By: [Signature]
NEW ORLEANS SAINTS

Date: 9/16/09

[Signature]
DREW BRIES

Date: 9/16/09

[Signature]
TOM CONDON

Date: 9/21/09

Addendum 1 to NFL Player Contract

This is an Addendum to the National Football League ("NFL") Player Contract between Drew Brees ("Player") and the NEW ORLEANS LA SAINTS LTD CORPORATION ("Club") dated March 15, 2006 and ending February 28, 2012 (the "Contract"). For the purpose of this Addendum, "Regular Season" shall mean the NFL regular season excluding pre-season and post-season games unless otherwise specifically included.

1. **OPTION AGREEMENT AND BONUS.** As further consideration for the execution of the Contract, Club at its sole discretion, will have an option to renew the 2006 Contract for the 2007, 2008, 2009, 2010 and 2011 League Years (the "Option") upon the same terms and conditions as those provided in the Contract by providing written notice via certified mail, personal delivery (including Federal Express and other overnight courier services) or facsimile transmission to Player and Player's NFLPA Certified Contract Advisor on or before the last day of the 2006 League Year, said date being the "Option Exercise Period". As additional consideration for the execution of this Option, for Player's reporting, practicing and playing with the Club for the 2007, 2008, 2009, 2010, and 2011 NFL Seasons and for Player's adherence to all provisions of the Contract, Club agrees to pay the Player the sum of Twelve Million Dollars (\$12,000,000.00) (the Option Exercise Fee) less usual, customary and/or required deductions. In the event the Club elects to exercise the Option, the Option Exercise Fee shall be payable as follows:

\$ 4,000,000.00 payable on March 5, 2007 and,
 \$ 2,000,000.00 payable on September 1, 2007 and,
 \$ 2,000,000.00 payable on October 1, 2007 and,
 \$ 1,000,000.00 payable on November 1, 2007 and,
 \$ 1,000,000.00 payable on December 1, 2007 and,
 \$ 2,000,000.00 payable February 1, 2008.

It is expressly understood that no part of the Option Exercise Fee is part of any salary in the Contract for the years set forth above or for any subsequent contract years which may be added to the Contract by option, extension, or any other means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

In the event Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Detrimental or suspension for violating the NFL Policy and Program for Substances of Abuse, the NFL Policy on Anabolic Steroids and Related Substances, the NFL Personal Conduct Policy, or in the event player leaves Club without its consent during the duration of the above contract years, including any option year(s), then Player shall be in default. In the event of Player's default, upon demand by Club, Player shall immediately return and refund to the Club any of the Option Exercise Fee previously paid by Club and Player shall relinquish the right to receive any unpaid Option Exercise Fee in the proportionate amount set forth below:

<u>Contract Year</u>	<u>Player Defaults</u>	<u>Amount of Option Exercise Fee</u>	<u>Player Returns to Club</u>
2007		\$	12,000,000.00
2008		\$	9,600,000.00
2009		\$	7,200,000.00
2010		\$	4,800,000.00
2011		\$	2,400,000.00

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, or death resulting therefrom, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. It is further understood and agreed that Player's waiver of rights to certain unpaid amounts and Player's obligation to re-pay certain amounts of the Option Exercise Fee as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Player hereby authorizes Club, in its sole discretion, to deduct and set off at any time and from time to time all or any part of any sums owed by Player to Club from any current or deferred or future wages, salaries, bonuses, severance pay and/or additional consideration owed to, or that may become owed to, or that may become owed to Player by Club. No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.


 Player Club Agent

If Club exercises the above option, the Paragraph 5 Salaries for the Player during the 2007 - 2011 Option Years shall be as follows:

<u>League Year</u>	<u>Paragraph 5 Salary</u>
2007 League Year	\$ 2,800,000.00
2008 League Year	\$ 4,800,000.00
2009 League Year	\$ 9,800,000.00
2010 League Year	\$ 9,800,000.00
2011 League Year	\$ 9,800,000.00

If the Option is Exercised, Player shall obtain a multi-year insurance policy (3-year policy with a 5-year benefit), (the "Policy") with a "5/6 deductible" covering temporary total disability for both on-field and off-field injury for the 2007, 2008 and 2009 NFL Seasons in an amount equal to \$4,800,000.00. The Policy shall cover the period of time from the date of Option Exercise through the 2009 League Year ("Insured Period"). Player shall cause a copy of the premium notices to be sent to the Club and Player shall promptly pay such premium and provide proof of such payment to Club. Player shall provide the Club proof of such insurance on or before March 15, 2007. Player acknowledges his obligation to repay the Bonus if he is unable to perform services under the Contract during the 2007, 2008 and 2009 League Years as a result of a temporary total disability ("default") and Player agrees to direct the insurer to repay to the Club on Player's behalf the amounts specified in the Policy. Player agrees to have the primary beneficiary designation of the policy read substantially as follows:

Player acknowledges the contingent obligation to repay to the New Orleans LA Saints LTD Corporation ("Club") the amounts contained in Player's NFL Players Contract and Option Agreement and Bonus dated March 15, 2006 between Player and the Club ("Contract"). If Insurer is at any time required to make payments to Player under the Policy, then before making any such payment Insurer shall contact the Club to determine whether Player is in default under the Contract, and if Player is in default Player directs Insurer to pay to the Club on Player's behalf an amount up to the policy limits. Player agrees to allow Club the opportunity (which it may decline) to represent Player in any and all legal disputes that may arise between Player and Insurer.

If Player fails to provide Club with proof of such insurance on or before March 15, 2007, then Player shall be in default under the Contract and Player shall immediately return and refund to the Club any of the Option Exercise Fee previously paid by Club and Club shall have no obligation to pay any further deferred payment of the Option Exercise Fee. If Player fails to maintain such policy then Player shall be in default and Player shall immediately return and refund to the Club any of the Option Exercise Fee previously paid by Club and Player shall relinquish the right to receive any unpaid Option Exercise Fee so that the total Option Exercise Fee amount returned or relinquished shall equal the amount set forth above. Player shall not cancel Policy and obtain another policy without first giving Club ninety (90) days notice of any "New Policy". Such New Policy shall be subject to the terms and conditions set forth above. The insurance policy shall require the Insurer to give Club at least sixty (60) days advance written notice prior to cancellation, termination or proposed changes to the primary beneficiary designation. Player agrees that no changes will be made to the primary beneficiary without the written consent of the Club. Player acknowledges and agrees that Player's obligation to obtain and maintain the Policy as provided in this paragraph are express provisions of this Player's NFL Contract and, but for Player agreeing to fulfill such obligations, Club would not have executed this Contract. Player agrees to adhere to the terms of the insurance policies and, if necessary, cooperate with any reasonable request by Club or the insurer to file and process a claim under the Policy.

In the event Player suffers a temporary total disability as a result of a football or non-football related activity during the Insured Period, then Player agrees to direct the Insurer to repay to the Club on Player's behalf any and all proceeds paid to Player as a result of such injury. In the event Player defaults as a result of a temporary total disability due to any football related activities, then the insurance proceeds is the Club's exclusive remedy and the Club is limited to the amount of the insurance proceeds when seeking recovery due to Player's default. In the alternative, in the event Player defaults as a result of a temporary total disability due to any non-football related activities, then the insurance proceeds are not the exclusive remedy and the Club may pursue all of its available remedies of law and in equity (subject to any such recovery in law or equity shall be less any insurance premiums paid by player pursuant to the above paragraphs of this Addendum 1 to NFL Player Contract).

To the extent any of the terms set forth above are deemed unenforceable under the Collective Bargaining Agreement, as amended by the 2006 CBA extension agreement, any forfeiture by Player under this Agreement shall be the maximum amount permitted by the terms of this Agreement and the Collective Bargaining Agreement, as amended.

All other terms and conditions of the Signing, Reporting and Playing Bonus and any other Addenda attached to this Contract between Club and Player will remain in full force and effect for the 2007 - 2011 League Years. Player agrees that

DB / MJ
 Player Club Agent