

3. **2012 PARAGRAPH 5 SALARY ESCALATOR.** Player's 2012 paragraph 5 salary shall be modified and increased in the amount of \$986,000 from \$726,000 to \$1,712,000 if player participates in 33% or more of the Club's total defensive plays, excluding special teams, during the 2011 Regular Season OR Player improves his final individual performance for the 2011 Regular Season as compared to the 2010 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks.
- 3.1 **2012 Individual Performance Incentive.** If and only if Player's 2012 paragraph 5 salary was not modified and increased in the amount of \$986,000 from \$726,000 to \$1,712,000 pursuant to paragraph 3 above, THEN, Player will be eligible to earn a bonus in the amount of \$986,000 if he participates in a greater percentage of the Club's total defensive plays, excluding special teams, during the 2012 Regular Season as compared to the 2011 Regular Season OR Player improves his final individual performance for the 2012 Regular Season as compared to the 2011 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks.
- 3.2 **Escalator/Performance Incentive Limitation.** Player shall be eligible to earn either the 2012 Paragraph 5 Salary Escalator listed in paragraph 3 above or the 2012 Individual Performance Incentive listed in paragraph 3.1 above, but not both. The maximum amount Player may earn pursuant to this paragraph 3 for the 2012 Contract Year is \$986,000.
4. **2013 PARAGRAPH 5 SALARY ESCALATOR.** Player's 2013 paragraph 5 salary shall be modified and increased in the amount of \$3,536,000 from \$864,000 to \$4,400,000 if player participates in 33% or more of the Club's total defensive plays, excluding special teams, during the 2011 Regular Season OR Player participates in a greater percentage of the Club's total defensive plays, excluding special teams, during the 2012 Regular Season as compared to the 2011 Regular Season OR Player improves his final individual performance for the 2011 Regular Season as compared to the 2010 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks OR Player improves his final individual performance for the 2012 Regular Season as compared to the 2011 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks.
- 4.1 **2013 Individual Performance Incentive.** If and only if Player's 2013 paragraph 5 salary was not modified and increased in the amount of \$3,536,000 from \$864,000 to \$4,400,000 pursuant to paragraph 4 above, THEN, Player will be eligible to earn a bonus in the amount of \$3,536,000 if he participates in a greater percentage of the Club's total defensive plays, excluding special teams, during the 2013 Regular Season as compared to the 2012 Regular Season OR Player improves his final individual performance for the 2013 Regular Season as compared to the 2012 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks.
- 4.2 **Escalator/Performance Incentive Limitation.** Player shall be eligible to earn either the 2013 Paragraph 5 Salary Escalator listed in paragraph 4 above or the 2013 Individual Performance Incentive listed in paragraph 4.1 above, but not both. The maximum amount Player may earn pursuant to this paragraph 4 for the 2013 Contract Year is \$3,536,000.

Brian Robison BRVann McElroy VMRobert E. Brzezinski RB

5. **2013 CONTINGENT ADDITIONAL INDIVIDUAL PERFORMANCE INCENTIVE.** If and only if Player's 2012 paragraph 5 salary was not modified and increased in the amount of \$986,000 from \$726,000 to \$1,712,000 pursuant to paragraph 3 above, AND if and only if Player did not earn the 2012 Individual Performance Incentive in the amount of \$986,000 pursuant to paragraph 3.1 above, THEN, Player will be eligible to earn a bonus in the amount of \$986,000 if he participates in a greater percentage of the Club's total defensive plays, excluding special teams, during the 2013 Regular Season as compared to the 2012 Regular Season OR Player improves his final individual performance for the 2013 Regular Season as compared to the 2012 Regular Season in any one (1) of the following individual performance categories: interceptions, interception return yards, touchdowns on interception returns, opponent fumble recoveries, opponent fumble return yards, touchdowns on opponent fumble returns, or sacks. This provision shall be deemed null and void and of no further force or effect if Player achieves the criteria for the \$986,000 escalator pursuant to paragraph 3 or the criteria for the \$986,000 incentive pursuant to paragraph 3.1.
6. **2011 - 2013 QUARTERBACK SACKS AND TEAM PERFORMANCE.** Subject to Player participating in 93% or more of the Club's total defensive plays, excluding special teams, during the Regular Season AND Club qualifying for the playoffs following the same Regular Season, THEN, Player will receive a bonus in the amount of \$200,000 if he achieves ten (10) or more quarterback sacks during the Regular Season.
7. **ADDITIONAL PLAYER SERVICES.** As additional consideration for the compensation provided to Player in this Contract, Player agrees to provide Club with certain promotional services as requested from time to time by the Club. The services shall be performed on behalf of the Club or its related entities and may include personal appearances, speaking engagements, or memorabilia signing for commercial, promotional, and charitable purposes. All services shall be performed as requested by Club on a reasonable basis; however, during each Contract year, the maximum number of commercial appearances shall be six (6) and commercial memorabilia items shall not exceed three hundred fifty (350). Player further agrees to perform up to three (3) hours of service per month on the Minnesota Vikings internet website, radio productions and/or television productions as reasonably requested by Club. Player grants to the Club the rights to the use of digital images of Player in uniform on the Club's internet website. Club and Player will mutually agree on the dates and times of Player's services under this section. Player will use his best efforts to accommodate Club's request.
8. **MEDIA AND MARKETING.** During the term of the Contract, Club and Player agree to work and cooperate with one another in good faith with respect to all Club media and marketing activities. Club and Player recognize that it is in the best interest of Player and Club for Player, where appropriate and possible, to pursue relationships with Club's Sponsors and Club's Media Partners. Club and Player agree that Player will exhaust all reasonable efforts to establish relationships exclusively with Club's sponsors and media partners. If, after exhausting all reasonable efforts to work exclusively with Club's sponsors and media partners, Player is unable to enter into a commercially reasonable relationship, then Player has the right to establish a relationship with a non-Club affiliated entity. Player agrees that, prior to entering into a relationship with any non-affiliated entity, Club's sponsors and media partners, will have a reasonable opportunity to match any compensation terms, which would unequivocally require Player to establish a relationship with that sponsor or media partner. Player agrees to refrain from engaging in any marketing or media activity, other than through Club, that would reasonably infer Club's sponsorship or endorsement of such activity, including without limitation, use of Club's name, logo, mark, color, uniform or other symbol identifying Club. Notwithstanding anything to the contrary, Player agrees that he will not, without the prior written consent of Club, appear as a regularly scheduled guest or host of a radio or television production related to professional football for any local media other than a Club-sponsored radio or television network.
9. **CHOICE OF LAW.** Club and Player acknowledge and agree that this Contract has been negotiated and executed in the State of Minnesota, and that should any dispute, claim, or cause of action (collectively "Dispute") arise concerning the rights or liabilities arising from the relationship between Player and Club, then such parties hereto agree that the law governing such Dispute shall be the law of the State of Minnesota. Furthermore, Player and Club acknowledge and agree that the exclusive jurisdiction for resolving injuries or occupational disease admitted or alleged to have arisen out of and in the course of employment activity by Player with Club shall be the Minnesota Department of Labor & Industry, Workers' Compensation Division, and its administrative forms in the State of Minnesota. It is further agreed between Player and Club that the Minnesota Workers' Compensation Act shall govern any such claim brought by Player against Club.

Brian Robison BR


Vann McElroy VM

Robert E. Brzezinski RB

10. **TAX IMPLICATIONS.** Player and Player Representative acknowledge and agree that neither Club nor any of its advisors or affiliates have any responsibility to provide Player, Player Representative or any of Player's advisors or affiliates with tax advice related to the tax consequences of this NFL Player Contract or otherwise. Player shall be responsible (and Club does not assume any responsibility) for paying all income, employment, excise and other taxes (including, without limitation, any tax incurred pursuant to Section 409A of the Internal Revenue Code) on all payments, benefits, and other income (including imputed income) provided under, or resulting from, this Contract and any plan or other arrangement involving Club.
11. **PAYMENT OF INCENTIVE BONUSES.** Unless otherwise specifically provided herein, any performance bonus amounts earned under this Addendum shall be payable to Player on or before the February 28th following the Regular Season in which the bonus was earned.
12. **STATISTICAL PRIORITY.** To the extent that any bonus payment provided herein is earned based upon a statistical achievement or ranking, the order in which statistical sources shall be controlling is as follows:
- 1) The Official National Football League Statistics as compiled and promulgated by the NFL;
 - 2) The final Club statistics as compiled by the Club's coaching staff; or
 - 3) The unofficial statistics of the Club as compiled and promulgated by the Club's Media Relations department.
13. **CONFIDENTIALITY.** The financial terms of the Contract and this Addendum shall be strictly confidential, except as otherwise expressly provided.
14. **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.
15. **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.
16. **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.

Executed this 3rd day of March, 2011.

CLUB


Robert E. Brzezinski
Vice President - Football Operations

PLAYER



Brian Robison

AGENT


Vann McElroy

Brian Robison 

Vann McElroy 

Robert E. Brzezinski 

NFL PLAYER CONTRACT

THIS CONTRACT is between OST DUBENYCKA, hereinafter "Player," and
NEW YORK FOOTBALL GIANTS, INC., a New York
 corporation (limited partnership) hereinafter "Club" operating under the name of the
NEW YORK GIANTS 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 8 football season(s), and will begin on the date of execution or March 1, 2005, whichever is later, and end on February 28 or 29, 2013 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 telecasts, 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 "licensee") 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 paragraph shall be construed under New York 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:

\$ 380,000.00	for the 2005 season;	\$3,100,000.00	for the 2010 season;
\$ 2,650,000.00	for the 2006 season;	\$3,125,000.00	for the 2011 season;
\$ 2,400,000.00	for the 2007 season;	\$3,975,000.00	for the 2012 season (option year).
\$ 1,700,000.00	for the 2008 season;		
\$ 2,550,000.00	for the 2009 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 judgment 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.

SIGNING, REPORTING AND PLAYING BONUS ADDENDUM TO CONTRACT BETWEEN OSI UMENYIORA AND NEW YORK FOOTBALL GIANTS, INC. (PAGE 1 OF 2)

I. ADDITIONAL CONSIDERATION

As additional consideration for the execution of the NFL Player Contract for the years 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012, and for Player's adherence to all provisions to the Contract, and for Player's commitment to participate in the Club's yearly off-season workout program (see paragraph II) and for Player receiving medical clearance to practice and play after passing the Club's initial physical examination and approval of this Contract by the NFL Management Council, Club agrees to pay Player a bonus in the amount of \$4,500,000.00 (the "Bonus"), payable as follows and subject to the express terms and conditions set forth below:

<u>PAYMENT DATE</u>	<u>AMOUNT</u>
Within 15 days of execution	\$2,250,000.00
On or before February 15, 2006	\$2,250,000.00

II. WORKOUT PAY

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. Notwithstanding the foregoing, Club and Player have agreed that Seven Hundred Thousand Dollars (\$700,000.00) of the Bonus ("Workout Pay") is contingent upon Player's participation in the Club's off-season conditioning program ("Program") in the 2006, 2007, 2008, 2009, 2010, 2011 and 2012 contract years. The participation requirement shall be 90% of the total scheduled workouts (for the Club's entire off-season program) each year. In the event that Player is terminated by the Club based upon skill or football related injury, the Workout Pay shall be non-refundable; however, if in any year Player fails to fulfill the participation requirement, or other reasonable workout requirements established by the Club for that year, 1/7 of the Workout Pay (\$100,000.00) shall be promptly re-paid to Club by Player. The Workout Pay shall be deemed to include any per diem amounts player is eligible to earn pursuant to the 2002-2008 Collective Bargaining Agreement for off-season workouts.

III. PLAYER DEFAULT/FAILURE TO PERFORM

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, Personal Conduct Policy, Policy on Anabolic Steroids and Related Substances, or if Player leaves Club without its consent during the duration of the above contract years, 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 Bonus previously paid by Club and Player shall relinquish the right to receive any unpaid Bonus in the proportionate amount set forth below:

<u>Contract Year Player Defaults</u>	<u>Amount of Bonus Player Must Return to Club</u>
2005	100% of Bonus or \$4,500,000.00
2006	100% of Bonus or \$4,500,000.00
2007	6/7 th of Bonus or \$3,857,142.86
2008	5/7 th of Bonus or \$3,214,285.71
2009	4/7 th of Bonus or \$2,571,428.57
2010	3/7 th of Bonus or \$1,928,571.43
2011	2/7 th of Bonus or \$1,285,714.29
2012	1/7 th of Bonus or \$642,857.14

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. In addition, this provision shall not be applicable if Player is terminated by the Club based upon skill or football-related injury, or Player is terminated by Club for salary cap reasons, provided Player has not defaulted under, or breached the terms of, the Contract or this agreement prior to the termination of his Contract.

IV. INSURANCE

Player shall immediately upon signing this Contract obtain a multi-year insurance policy (3-year policy with a 6-year benefit) covering temporary total disability for both on-field and off-field injury for the 2006, 2007 and 2008 NFL Seasons in an amount equal to \$6,000,000 (i.e. 42.8% of Player's signing bonus and 2006 option bonus.) Player shall promptly pay such premium, provide proof of such payment to Club, and cause a copy of the premium notices to be sent to Club. Player shall provide the Club proof of such insurance on or before January 30, 2006 and such insurance shall be retroactive to the date of this Contract. Player acknowledges his obligation to repay the Bonus and Option Bonus (up to \$6,000,000) if he is unable to perform services under the Contract as a result of a temporary total disability during the 2006, 2007 or 2008 NFL Seasons and Player agrees to direct the Insurer to repay to the Club on Player's behalf the amounts specified below. Player agrees to have the primary beneficiary designation of each policy read substantially as follows:

Player acknowledges the contingent obligation to repay to the New York Football Giants, Inc. ("Club") the amounts contained in the Signing, Reporting and Playing Bonus Addendum (paragraph I) and the Option Addendum (paragraph I) of the Player's NFL Contract dated December 23, 2005 between Player and the Club ("Contract"). If Insurer is at any time required to make payments to Player under the Policy, then Player hereby agrees to direct Insurer to pay to the Club on Player's behalf the full amount recoverable by Player. 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.

 O. U
Player Initial

 KA
Club Initial

SIGNING, REPORTING AND PLAYING BONUS ADDENDUM TO CONTRACT BETWEEN OSI UMENYIORA AND NEW YORK FOOTBALL GIANTS, INC. (PAGE 1 OF 2)

If Player fails to provide Club with proof of such insurance on or before January 30, 2006 then Player shall be in default under the Contract and Player shall immediately return and refund to the Club any of the Bonus and Option Bonus previously paid by Club and Player shall relinquish the right to receive any unpaid Bonus and/or Option Bonus so that the total Bonus and Option Bonus amounts returned or relinquished shall equal the amount set forth below for the applicable Contract Year. 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 Bonus and Option Bonus previously paid by Club and Player shall relinquish the right to receive any unpaid Bonus and/or Option Bonus so that the total Bonus and Option Bonus amounts returned or relinquished shall equal the amount set forth below for the applicable Contract Year. Player shall not cancel any Insurance Policy and obtain another Insurance Policy without first providing Club ninety (90) days notice of any "New Policy". Such New Policy shall also be subject to the terms and conditions of this Addendum. Player acknowledges and agrees that Player's obligation to obtain and maintain the Policy as provided in this paragraph are express provisions of this 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 Policies.

In the event Player suffers a temporary total disability as a result of a football or non-football related activity during the 2006, 2007 or 2008 NFL Season, 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.

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 Bonus and Option Bonus as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Club shall have a right of setoff and recoupment with respect to any amounts (including Workout Pay) owed to Club. 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 wages, salaries, bonuses and/or any other additional consideration or compensation owed to Player by Club (including, but not limited to, severance pay, grievance awards, injury protection benefit and performance based pay).

In the event Player's contract is assigned to another NFL Club subsequent to any default by Player under the terms of this agreement, Player hereby authorizes the assignee Club(s) to deduct for the account of Club the full amount of any Bonus, Option Bonus or Workout Pay not having been refunded to Club by Player at the time of such contract assignment. In the event the full outstanding amount owed to, or coming due to, Player as set forth above, then Club shall retain all available rights and remedies to compel immediate payment, and Player agrees to pay all costs and expenses of collection including, but not limited to, attorney's fees.

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

Executed this 23 day of December, 2005.

Os. Umenyiora
OSI UMENYIORA

Kevin Murray
CLUB

**OPTION ADDENDUM TO NFL PLAYER CONTRACT BETWEEN OSI UMENYIORA
AND NEW YORK FOOTBALL GIANTS, INC. (PAGE 1 OF 3)**

This addendum is executed in conjunction with, attached to and made a part of the NFL Player Contract between Club and Player for the 2005, 2006, 2007, 2008, 2009, 2010 and 2011 Seasons, plus an Option for the 2012 Season (the "Contract"). As used in this addendum, the term "League Year" is defined to mean each NFL League Year occurring during the period covered by the Contract, with each such League Year being identified by the year in which it commences. Player agrees that the form of this Option Addendum satisfies the requirement of Article XV, Section 1 of the 2002-2008 Collective Bargaining Agreement, as amended, pertaining to separately negotiated Option Addenda.

As further consideration for the execution of the contract, the Club at its sole discretion will have an option to renew the Contract for one (1) additional football season, 2012 (the "Option"), and otherwise upon the same terms and conditions as those provided in the Contract, except as follows:

I. OPTION AGREEMENT AND ADDITIONAL CONSIDERATION

The Club, at its sole discretion, will have the option to renew the Player's 2005, 2006, 2007, 2008, 2009, 2010 and 2011 Contract for the 2012 Season (the "Option Year") by providing written notice to the Player on or before the seventh (7th) day of the 2006 League Year. As additional consideration for the exercise of the Option for the 2012 NFL Season and for Player's adherence to all provisions of said Contracts, Club agrees to pay the Player the sum of \$9,500,000 (the "Option Bonus") in the event that the Club chooses to exercise the Option, as follows and subject to the express terms and conditions set forth below:

\$5,000,000 payable within 15 days of Option exercise, and
\$2,500,000 payable on or before July 31, 2006, and
\$2,000,000 payable on or before February 15, 2007.

No part of the additional consideration is part of any salary in the contract(s) specified above.

II. PLAYER DEFAULT/FAILURE TO PERFORM

In the event the Club chooses to exercise the Option and 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, Personal Conduct Policy, Policy on Anabolic Steroids and Related Substances, or if Player leaves Club without its consent during the duration of the above contract years, 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 Bonus previously paid by Club and Player shall relinquish the right to receive any unpaid Option Bonus in the proportionate amount set forth below:

<u>Contract Year</u>	<u>Player Defaults</u>	<u>Amount of Bonus Player Must Return to Club</u>
2006		100% of Bonus or \$9,500,000.00
2007		6/7 th of Bonus or \$8,142,857.14
2008		5/7 th of Bonus or \$6,785,714.29
2009		4/7 th of Bonus or \$5,428,571.43
2010		3/7 th of Bonus or \$4,071,428.57
2011		2/7 th of Bonus or \$2,714,285.71
2012		1/7 th of Bonus or \$1,357,142.86

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. In addition, this provision shall not be applicable if Player is terminated by the Club based upon skill or football-related injury, or Player is terminated by Club for salary cap reasons, provided Player has not defaulted under, or breached the terms of, the Contract or this agreement prior to the termination of his Contract.

III. OPTION NON-EXERCISE FEE

In the event that the Club does not exercise the Option to extend the 2005, 2006, 2007, 2008, 2009, 2010 and 2011 Contracts for the 2012 League Year and Player is a member of the Club's 80-man roster as of the 21st day of the 2006 League Year, Club shall pay Player an option non-exercise fee ("Option Non-Exercise Fee") in the amount of \$9,500,000, earned and due by the 21st day of the 2006 League Year.

This Option Non-Exercise Fee shall be paid only if Club does not extend the Contract as set forth in paragraph I of this Option Addendum and Player is a member of the Club's 80-man roster on the 21st day of the 2006 League Year. If the Contract is terminated prior to the 21st day of the 2006 League Year, Club shall not be obligated to pay Player any of the amounts set forth in this Option Addendum.

Anything herein contained to the contrary notwithstanding, the 2006, 2007, 2008 and 2009 Full and Conditional Paragraph 5 Guarantees provided in Paragraphs 25, 26, 27 and 28 of the Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc. will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in this paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

IV. 2006 AND 2007 PARAGRAPH 5 ADJUSTMENT

In the event that the Club exercises the Option for the 2012 NFL season, the Paragraph 5 Salaries for the 2006 and 2007 seasons will be adjusted to the following:

2006 Season	\$460,000
2007 Season	\$550,000

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**OPTION ADDENDUM TO NFL PLAYER CONTRACT BETWEEN OSI UMENYIORA
AND NEW YORK FOOTBALL GIANTS, INC. (PAGE 2 OF 3)**

V. 2006 80-MAN ROSTER BONUS

In the event that the Club exercises the Option for the 2012 NFL season, the Club agrees to pay the Player \$150,000 if he is a member of the 80-man Roster as of the 14th day of the 2006 league year. During the 2006 League Year, unless excused by the Club physician or training staff for medical reasons or unless Player has the consent of the Head Coach or General Manager, if the Player, fails or refuses to report to the Club, fails to participate in the Club's training camp activities, refuses to practice or play with Club, or leaves Club, then player will be in default, and upon demand by Club, Player will return to the Club the amount of the total bonus at the time of Player's default.

VI. 2012 PARAGRAPH 5

In the event that the Club exercises the Option for the 2012 NFL season, the Paragraph 5 Salary for the 2012 season will be as follows:

2012 Season	\$3,975,000
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VII. 2012 REPORTING BONUS

In the event that the Club exercises the Option for the 2012 NFL season, the Club agrees to pay the Player \$250,000 if he reports to, and participates fully in the Club's 2012 Training Camp in accordance with Club's instructions and passes Club's training camp physical examination. Payment of the reporting bonus will be due within seven (7) days of the reporting date for veterans to the Club's 2012 Training Camp as determined by the Club's Head Football Coach. In the event that the Player fails or refuses to practice, play or participate in the Club's 2012 training camp, or leaves the Club's 2012 Training Camp without its consent, or if Player is suspended during the Club's 2012 Training Camp by NFL or Club for Conduct Detrimental, or if Player is suspended during the Club's 2012 Training Camp for violation of the NFL Policy and Program for Drugs of Abuse and Alcohol, then upon demand, Player shall repay the entire amount of the 2012 Reporting Bonus to the Club.

VIII. 2012 53-MAN ROSTER BONUS (PER GAME)

In the event that the Club chooses to exercise its Option for the 2012 season as set forth in Section I of this Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Player will earn \$31,250 for each Regular Season game that he is a member of the Club's 53-man Active Roster during the 2012 Regular Seasons up to a maximum of \$500,000 for the entire 2012 Regular Season.

IX. VOID OF 2006, 2007, 2008 AND 2009 CONDITIONAL PARAGRAPH 5 GUARANTEES FOR SKILL & INJURY

Anything herein contained to the contrary notwithstanding, the 2006, 2007, 2008 AND 2009 Conditional Paragraph 5 Guarantees provided in Paragraphs 25, 26, 27 and 28 of the Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc. will become NULL AND VOID if Club exercises the Option contained in this Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

Anything herein contained to the contrary notwithstanding, the 2006, 2007, 2008 and 2009 Full and Conditional Paragraph 5 Guarantees provided in Paragraphs 25, 26, 27 and 28 of the Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc. will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in this paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

X. 2010 PARAGRAPH 5 ESCALATOR

In the event that the Club exercises its Option for the 2010 contract year, Player's 2010 Paragraph 5 may be increased by a maximum of \$2,500,000 based upon the following individual honors and individual performance thresholds:

- (a) Player's 2010 Paragraph 5 salary will increase by \$500,000 if Player is selected to and participates in the Pro Bowl (original ballot only), unless medically excused by the Club or League Office, following the 2009 Regular Season.
- (b) Player's 2010 Paragraph 5 salary will increase by \$500,000 if Player achieves at least ten (10) sacks during both of the 2008 and 2009 Regular Seasons.
- (c) Player's 2010 Paragraph 5 salary will increase by \$750,000 if Player achieves at least thirteen (13) sacks during any two (2) of the 2007, 2008 and 2009 Regular Seasons.
- (d) Player's 2010 Paragraph 5 salary will increase by \$750,000 if Player achieves at least fifteen (15) sacks during any two (2) of the 2007, 2008 and 2009 Regular Seasons.

XI. 2011 PARAGRAPH 5 ESCALATOR

In the event that the Club exercises its Option for the 2011 contract year, Player's 2011 Paragraph 5 may be increased by a maximum of \$2,500,000 based upon the following individual honors and individual performance thresholds:

- (e) Player's 2011 Paragraph 5 salary will increase by \$500,000 if Player is selected to and participates in the Pro Bowl (original ballot only), unless medically excused by the Club or League Office, following the 2010 Regular Season.
- (f) Player's 2011 Paragraph 5 salary will increase by \$500,000 if Player achieves at least ten (10) sacks during both of the 2009 and 2010 Regular Seasons.
- (g) Player's 2011 Paragraph 5 salary will increase by \$750,000 if Player achieves at least thirteen (13) sacks during any two (2) of the 2008, 2009 and 2010 Regular Seasons.
- (h) Player's 2011 Paragraph 5 salary will increase by \$750,000 if Player achieves at least fifteen (15) sacks during any two (2) of the 2008, 2009 and 2010 Regular Seasons.

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Club Initial

OPTION ADDENDUM TO NFL PLAYER CONTRACT BETWEEN OSI UMENYIORA
AND NEW YORK FOOTBALL GIANTS, INC. (PAGE 3 OF 3)

XII. 2012 PARAGRAPH 5 ESCALATOR

In the event that the Club exercises its Option for the 2012 contract year, Player's 2012 Paragraph 5 may be increased by a maximum of \$2,500,000 based upon the following individual honors and individual performance thresholds:

- (i) Player's 2012 Paragraph 5 salary will increase by \$500,000 if Player is selected to and participates in the Pro Bowl (original ballot only), unless medically excused by the Club or League Office, following the 2011 Regular Season.
- (j) Player's 2012 Paragraph 5 salary will increase by \$500,000 if Player achieves at least ten (10) sacks during both of the 2010 and 2011 Regular Seasons.
- (k) Player's 2012 Paragraph 5 salary will increase by \$750,000 if Player achieves at least thirteen (13) sacks during any two (2) of the 2009, 2010 and 2011 Regular Seasons.
- (l) Player's 2012 Paragraph 5 salary will increase by \$750,000 if Player achieves at least fifteen (15) sacks during any two (2) of the 2009, 2010 and 2011 Regular Seasons.

NEW YORK FOOTBALL GIANTS, INC.

BY Kenneth Alumbaugh 12.28.05
DATE

Os. Umenyiora 12/23/05
OSI UMENYIORA DATE

ADDENDUM TO NFL PLAYER CONTRACT BETWEEN OSI UMENYIORA AND NEW YORK FOOTBALL GIANTS, INC.
(PAGE 1 OF 5)

25. 2006 FULL AND CONDITIONAL PARAGRAPH 5 GUARANTEE FOR SKILL & INJURY

Despite any contrary language in this NFL Player Contract, Club agrees that for the 2006 League Year only it will pay Player Two Million, Eight Hundred and Fifty Thousand Dollars (\$2,850,000.00) of the salary provided in Paragraph 5, if, in Club's sole judgment Player's skill for performance is unsatisfactory as compared with that of other players competing for positions on Club's roster and Player is waived by Club (via the NFL waiver system) and/or Player's 2006 NFL Player Contract is terminated by Club, including termination by Club based on the need for additional Cap Room.

Club agrees that for the year 2006 only, it will pay Player \$2,850,000.00 of the salary provided, despite the fact that Player, due to a football related injury suffered while performing services under this NFL Player Contract, is unable to perform his playing services for Club and Player is waived by Club (via the NFL waiver system) and/or Player's 2006 NFL Player Contract is terminated by Club.

In the event of Player's death, such guarantee is null and void. In addition, such guarantee shall be subject to the provisions pursuant to the Signing Bonus addendum incorporated herein, regarding Player's conduct and pro rata payments.

In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to be employed by any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization.

The maximum amount paid under this Addendum shall be \$2,850,000.00.

This guarantee by Club will not apply in any year after 2006, regardless of whether Player is under contract or option to Club for a subsequent year and regardless of whether Player passes Club's physical examination for a year subsequent to 2006.

Anything herein contained to the contrary notwithstanding, this 2006 Full and Conditional Paragraph 5 Guarantee for Skill and Injury will become NULL AND VOID if Club exercises the Option contained in the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

Anything herein contained to the contrary notwithstanding, this 2006 Full and Conditional Paragraph 5 Guarantee for Skill and Injury will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in this paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

This One-Year Skill and Injury Guarantee in no way supersedes or obviates the applicability of the League's waiver system to Player.

26. 2007 FULL AND CONDITIONAL PARAGRAPH 5 GUARANTEE FOR SKILL & INJURY

Despite any contrary language in this NFL Player Contract, Club agrees that for the 2007 League Year only it will pay Player Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) of the salary provided in Paragraph 5, if, in Club's sole judgment Player's skill for performance is unsatisfactory as compared with that of other players competing for positions on Club's roster and Player is waived by Club (via the NFL waiver system) and/or Player's 2007 NFL Player Contract is terminated by Club, including termination by Club based on the need for additional Cap Room.

Club agrees that for the year 2007 only, it will pay Player \$2,400,000.00 of the salary provided, despite the fact that Player, due to a football related injury suffered while performing services under this NFL Player Contract, is unable to perform his playing services for Club and Player is waived by Club (via the NFL waiver system) and/or Player's 2007 NFL Player Contract is terminated by Club.

In the event of Player's death, such guarantee is null and void. In addition, such guarantee shall be subject to the provisions pursuant to the Signing Bonus addendum incorporated herein, regarding Player's conduct and pro rata payments.

In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to be employed by any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization.

The maximum amount paid under this Addendum shall be \$2,400,000.00.

This guarantee by Club will not apply in any year after 2007, regardless of whether Player is under contract or option to Club for a subsequent year and regardless of whether Player passes Club's physical examination for a year subsequent to 2007.

Anything herein contained to the contrary notwithstanding, this 2007 Full and Conditional Paragraph 5 Guarantee for Skill and Injury will become NULL AND VOID if Club exercises the Option contained in the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

Anything herein contained to the contrary notwithstanding, this 2007 Full and Conditional Paragraph 5 Guarantee will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

This One-Year Skill and Injury Guarantee in no way supersedes or obviates the applicability of the League's waiver system to Player.

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27. 2008 FULL AND CONDITIONAL PARAGRAPH 5 GUARANTEE FOR SKILL & INJURY

Despite any contrary language in this NFL Player Contract, Club agrees that for the 2008 League Year only it will pay Player One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) of the salary provided in Paragraph 5, if, in Club's sole judgment Player's skill for performance is unsatisfactory as compared with that of other players competing for positions on Club's roster and Player is waived by Club (via the NFL waiver system) and/or Player's 2008 NFL Player Contract is terminated by Club, including termination by Club based on the need for additional Cap Room.

Club agrees that for the year 2008 only, it will pay Player \$1,700,000.00 of the salary provided, despite the fact that Player, due to a football related injury suffered while performing services under this NFL Player Contract, is unable to perform his playing services for Club and Player is waived by Club (via the NFL waiver system) and/or Player's 2008 NFL Player Contract is terminated by Club.

In the event of Player's death, such guarantee is null and void. In addition, such guarantee shall be subject to the provisions pursuant to the Signing Bonus addendum incorporated herein, regarding Player's conduct and pro rata payments.

In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to be employed by any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization.

The maximum amount paid under this Addendum shall be \$1,700,000.00.

This guarantee by Club will not apply in any year after 2008, regardless of whether Player is under contract or option to Club for a subsequent year and regardless of whether Player passes Club's physical examination for a year subsequent to 2008.

Anything herein contained to the contrary notwithstanding, this 2008 Full and Conditional Paragraph 5 Guarantee for Skill and Injury will become NULL AND VOID if Club exercises the Option contained in the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

Anything herein contained to the contrary notwithstanding, this 2008 Full and Conditional Paragraph 5 Guarantee will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

This One-Year Skill and Injury Guarantee in no way supersedes or obviates the applicability of the League's waiver system to Player.

28. 2009 FULL AND CONDITIONAL PARAGRAPH 5 GUARANTEE FOR SKILL & INJURY

Despite any contrary language in this NFL Player Contract, Club agrees that for the 2009 League Year only it will pay Player Two Million, Five Hundred and Fifty Thousand Dollars (\$2,550,000.00) of the salary provided in Paragraph 5, if, in Club's sole judgment Player's skill for performance is unsatisfactory as compared with that of other players competing for positions on Club's roster and Player is waived by Club (via the NFL waiver system) and/or Player's 2009 NFL Player Contract is terminated by Club, including termination by Club based on the need for additional Cap Room.

Club agrees that for the year 2009 only, it will pay Player \$2,550,000.00 of the salary provided, despite the fact that Player, due to a football related injury suffered while performing services under this NFL Player Contract, is unable to perform his playing services for Club and Player is waived by Club (via the NFL waiver system) and/or Player's 2009 NFL Player Contract is terminated by Club.

In the event of Player's death, such guarantee is null and void. In addition, such guarantee shall be subject to the provisions pursuant to the Signing Bonus addendum incorporated herein, regarding Player's conduct and pro rata payments.

In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to be employed by any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization.

The maximum amount paid under this Addendum shall be \$2,550,000.00.

This guarantee by Club will not apply in any year after 2009, regardless of whether Player is under contract or option to Club for a subsequent year and regardless of whether Player passes Club's physical examination for a year subsequent to 2009.

Anything herein contained to the contrary notwithstanding, this 2009 Full and Conditional Paragraph 5 Guarantee for Skill and Injury will become NULL AND VOID if Club exercises the Option contained in the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

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ADDENDUM TO NFL PLAYER CONTRACT BETWEEN OSI UMENYIORA AND NEW YORK FOOTBALL GIANTS, INC.
(PAGE 3 OF 5)

Anything herein contained to the contrary notwithstanding, this 2009 Full and Conditional Paragraph 5 Guarantee will become NULL AND VOID if Club pays Player the Option Non-Exercise Fee contained in paragraph III of the Option Addendum to NFL Player Contract Between Osi Umenyiora and New York Football Giants, Inc.

This One-Year Skill and Injury Guarantee in no way supersedes or obviates the applicability of the League's waiver system to Player.

29. 2007 80-MAN ROSTER BONUS

The Club agrees to pay the Player \$850,000 if he is a member of the 80-man Roster as of the 7th day of the 2007 league year. During the 2007 League Year, unless excused by the Club physician or training staff for medical reasons or unless Player has the consent of the Head Coach or General Manager, if the Player, fails or refuses to report to the Club, fails to participate in the Club's training camp activities, refuses to practice or play with Club, or leaves Club, then player will be in default, and upon demand by Club, Player will return to the Club the amount of the total bonus at the time of Player's default.

30. 2008, 2009, 2010 AND 2011 53-MAN PER GAME ROSTER BONUS

For each of the 2008, 2009, 2010 and 2011 Regular Seasons, Player will earn \$31,250 for each Regular Season game that he is a member of the Club's 53-man Active Roster. Player may earn up to a maximum of \$500,000 in any one Regular Season.

31. 2011 REPORTING BONUS

The Club agrees to pay the Player \$250,000 if he reports to, and participates fully in the Club's 2011 Training Camp in accordance with Club's instructions and passes Club's training camp physical examination. Payment of the reporting bonus will be due within seven (7) days of the reporting date for veterans to the Club's 2011 Training Camp as determined by the Club's Head Football Coach. In the event that the Player fails or refuses to practice, play or participate in the Club's 2011 training camp, or leaves the Club's 2011 Training Camp without its consent, or if Player is suspended during the Club's 2011 Training Camp by NFL or Club for Conduct Detrimental, or if Player is suspended during the Club's 2011 Training Camp for violation of the NFL Policy and Program for Drugs of Abuse and Alcohol, then upon demand, Player shall repay the entire amount of the 2011 Reporting Bonus to the Club.

32. JURISDICTION

The parties hereto agree that this Player Contract shall for all purposes be deemed to have been negotiated and executed in New Jersey; that should any dispute, claim or cause of action (collectively "dispute") arise concerning rights or liabilities arising from the relationship between the Player and the Club, the parties hereto agree that the law governing such dispute shall be the law of the State of New Jersey, and that the exclusive jurisdiction for resolving such dispute in the case of Worker's Compensation is the New Jersey Workers' Compensation Commission, and in the case of Workers' Compensation claims the New Jersey Workers' Compensation Act shall govern.

33. PERSONAL SERVICES AND AUTOGRAPHS

Paragraph 4(a) of the NFL Player Contract specifies that Player "will participate upon request in reasonable activities to promote the Club and League." Player hereby agrees to make not less than six (6) personal appearances per year during the term of his 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 (Option Year) NFL Player Contracts for the Club's promotional and charitable purposes without any additional compensation. Club assumes all reasonable travel or out-of-town expenses incurred by Player for such appearances. Player further agrees to participate, upon request and without additional compensation, in autographing up to 350 items per year for Club promotional and charitable use as requested by appropriate Club officials. This does not include items signed at the annual "Meet the Giants" event at Club's training camp in Albany, New York. Club agrees that all activities and appearances shall be scheduled in a reasonable manner.

34. INTERNET SERVICES

Player agrees to perform up to three (3) hours of service per month on the New York Giants Internet Website and/or on any New York Giants Television Productions during the term of his 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 (Option Year) NFL Player Contract. Club agrees that all New York Giants Internet Website and Television Production services to be performed by Player shall be scheduled in a reasonable manner.

35. OTHER PROFESSIONAL FOOTBALL LEAGUES OR CLUBS

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. He further recognizes that the Club is relying on this representation in entering into this agreement, and he agrees that any such false representation shall be a material breach of this agreement, in which event the Club fully reserves all of its rights and remedies under this agreement and the Collective Bargaining Agreement.

36. 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.

37. CONFIDENTIALITY

The financial terms of the Contract and this Addendum shall be strictly confidential except as otherwise expressly provided.

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38. INSURABLE INTEREST

Club has an insurable interest in Player, and Player agrees to cooperate reasonably with Club in all matters pertaining to that interest, including taking a physical examination for insurance purposes.

39. RIGHT TO GUARANTEE

Player grants to Club the option, in its sole discretion, to convert a portion of Player's 2006, 2007, 2008, 2009, 2010, 2011 and/or 2012 (Option Year) Paragraph 5 Salary and/or Roster Bonus(es), if any, into Signing Bonus. In the event that the Club exercises its right to convert Paragraph 5 or Roster Bonus(es) into Signing Bonus as provided herein, Club shall use the same "Signing, Reporting and Playing Bonus Addendum" language as stated in this original contract except that such converted paragraph 5 shall be paid in 17 equal installments during the ensuing regular season. Upon Club's request, Player agrees to promptly execute a superceding Contract ("New Contract") that restates and amends this original Contract by only converting an amount of Paragraph 5 and/or Roster Bonus(es) as specified by the Club without any further modifications or additional consideration. Player agrees that such Paragraph 5 and/or Roster Bonus conversion constitutes valuable and adequate consideration for Player agreeing to execute the New Contract and if Player fails or refuses to promptly execute the New Contract, he shall be in default of the original Contract.

40. MARKETING

(a) During the term of the Contract, Club and Player agree to work and cooperate with one another in good faith with respect to all Club media and marketing activities. In addition, Club and Player recognize that it is in the best interest of Player and Club for Player, where appropriate and possible, to pursue relationships with Substantial Club Sponsors (as defined below) and Club Media Partners (as defined below). During the term of the Contract, Club and Player agree to work in good faith with the intention of establishing relationships between Player and Substantial Club Sponsors and Club Media Partners. To that end:

- (i) Player agrees to work proactively and cooperate with Club to reach agreements with respect to "Substantial Club Sponsors" (which term shall mean any sponsor in one of the Designated Categories listed on Exhibit A attached hereto) and "Club Media Partners" (which term shall mean any Club radio, television or other media entity that carries or broadcasts Club's games or programs/specials) on a commercially reasonable basis prior to commencing discussions with any competitors of such Substantial Club Sponsor or Club Media Partner.
- (ii) Club will provide to Player's NFLPA Certified Contract Advisor the names of all Substantial Club Sponsors and Club Media Partners, including a contact name and phone number, within 30 days after the execution of the Contract. In addition, Club will provide to Player's NFLPA Certified Contract Advisor additions or terminations of Substantial Club Sponsors or Club Media Partners within 30 days after such addition or termination, including a contact name and phone number for each addition. Player's NFLPA Certified Contract Advisor agrees to coordinate any communications with a Substantial Club Sponsor or Club Media Partner with Club's Senior Vice President, Sales & Marketing, or his representative, prior to contacting such Substantial Club Sponsor or Club Media Partner.
- (iii) Player agrees to contact Club within seven (7) days after any discussions, beyond a preliminary inquiry, between (a) Player or Player's representative and any competitor of a Substantial Club Sponsor ("Competitive Sponsor") or (b) Player or Player's representative and any competitor of a Club Media Partner ("Competitive Media Entity"). Club shall have the right, but not the obligation, to inform the appropriate Substantial Club Sponsor (if any) of the contact with Player or his representative by the Competitive Sponsor or the appropriate Club Media Partner (if any) of the contact with Player or his representative by the Competitive Media Entity. In such event, the Substantial Club Sponsor (in the designated category) or Club Media Partner shall have the exclusive right of negotiation with Player for thirty ("30") days following the receipt by Club of the aforesaid notice from Player or Player's representative. In the event the Player and the Substantial Club Sponsor or the Club Media Partner (as the case may be) are unable to reach a mutually satisfactory agreement within the 30-day exclusive negotiating period or the Substantial Club Sponsor or the Club Media Partner notify Player that it is not interested prior to the end of the 30-day period, then Player shall be free from and after that date to enter into a relationship with a Competitive Sponsor or Competitive Media Entity (as the case may be).
- (iv) If Player is offered opportunities to sponsor or endorse a product, service or entity in a particular category by a Substantial Club Sponsor and by a Competitive Sponsor, and all compensation and other benefits of the two offers are equal or substantially and materially similar, Player agrees to give great deference to the offer of the Substantial Club Sponsor.
- (v) If Player is offered media opportunities for a regularly-scheduled program, show or similar opportunity on television, radio or the Internet (or other interactive media) or similar media) by a Club Media Partner and by a Competitive Media Entity, and all compensation and other benefits of the two offers are equal or substantially and materially similar, Player agrees to give great deference to the offer of the Club Media Partner.

b) Notwithstanding the foregoing, these terms shall not apply with respect to any current sponsorship or endorsement arrangement of Player in effect as of the date of the Contract, which sponsorships and endorsements are listed on Exhibit A attached hereto and shall continue until termination or expiration.

(c) In no event shall Player be obligated to do any such marketing or media activity not in his best interest as objectively and reasonably advised by his marketing representative or legal counsel.

(d) Player agrees to refrain from engaging in any marketing or media activity, other than through Club, that would reasonably infer Club's sponsorship or endorsement of such activity, including without limitation, use of Club's name, logo, mark, color, uniform or other symbol identifying Club.

(e) Player's obligations under this Paragraph 44 shall be subject to the provisions of the NFLPA Group Licensing Program.

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EXHIBIT A

Designated Categories

Category:

Airline
Automotive
Beer
Energy
Financial/Banks
Furniture/Electronics
Gasoline

Grocery
Healthcare
Home Improvement
Insurance
Quick Service Restaurants
Soda/Water/Tea

Telecom/Wireless/Technology

Defined as:

Anything that flies
Anything on four wheels
Beer; Wine; Spirits; Mixers
Electricity and Natural Gas
Banks; Investments
Retail Furniture and Electronic
Oil and Gasoline (refined and unrefined/retail
and wholesale); Automotive Aftermarket
Supermarkets; Warehouse clubs; Convenience marts
Hospitals; Health care providers; Rehab
Hardware; Do-it-yourself Super Stores
All insurance companies
Fast food; Dine-in; Pizza; Take-out
Carbonated and Non-carbonated Non-alcohol
Beverages
All telecom-related business, both voice and data; Wireless
communications; Telecommunications-related technology, including
Internet Service Providers

"Dot.com" companies will be classified by their core business (e.g., Groceryworks.com is in Grocery Category; America Online is in the Telecom/Wireless/Technology category).

NEW YORK FOOTBALL GIANTS INC.

BY *Russell Almon* *12.27.05*
DATE

Os: Umenyiora *12/23/05*
OSI UMENYIORA DATE

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 NEW JERSEY.

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 Rosen 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 no 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 addenda for additional provisions.

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.

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 PLAYER Osi Dashiidza New York Football Giants, Inc.
 CLUB
 Home Address 1601 Kaler Bridge Dr By Ken Adams
Kennecott, GA 30152 Giants Stadium
 Club Address
East Rutherford, NJ 07073
 Telephone Number 201 426-9222 11-25-05
 Date 12/1/05 Date

PLAYER'S CERTIFIED AGENT Brian Mackler
 Address _____
 Telephone number _____
 Date _____