

EXHIBIT C



NATIONAL FOOTBALL LEAGUE

Dennis Curran
Senior Vice President
of Labor Litigation & Policy

March 11, 2011

VIA EMAIL

DeMaurice Smith
Executive Director
National Football League Players Association
1133 20th Street, N.W.
Washington, DC 20036

Dear De:

Please be advised that, assuming the National Football League ("NFL") and the National Football League Players Association ("Union") have not agreed upon terms for a collective bargaining agreement by 11:59 p.m. on March 11, 2011 (when the parties' current agreement expires), the NFL's member Clubs will institute a lockout of members of the Union's bargaining unit immediately thereafter.

In the event of a lockout, Clubs will be delivering letters to their players in the form attached hereto. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dennis Curran".

Dennis Curran

cc: Roger Goodell
Jeff Pash
Richard Berthelsen

[On Club Letterhead]

March 11, 2011

[Player Name]

[Address]

Dear [Player Name]:

This is to inform you that the [Club Name] ("Club") will institute a lockout of its players at 12:00 a.m. Eastern time on March 12, 2011.

During the lockout, the following will be in effect:

1. You may not enter any Club facility or the stadium, except for the purpose of attending a non-Club event or Club charitable event.
2. You will not receive any compensation from the Club.
3. The Club will not pay for or provide health insurance or other active-player benefits or services. You have already received separate communications regarding your option to pay for health benefits continuation under COBRA.
4. You will not be permitted to perform any services under your Player Contract or otherwise perform any duties for the Club. This includes, but is not limited to, any duties you would otherwise be performing at Club facilities, such as playing, practicing, working out, attending meetings, consulting with Club medical or training staff (except as provided below), and making promotional appearances for the Club.
5. Testing and treatment obligations under the Policy and Program for Substances of Abuse and Policy on Anabolic Steroids and Related Substances will cease.
6. If you need information from the Club's human resources department (such as copies of your tax information, child support correspondence, or to arrange collection of personal property you may have left on Club premises), please call [human resources representative's name and title] at [contact number].
7. Except for the human resources representative noted above, Club personnel (coaches, trainers and other non-player staff) will not communicate with you regarding football or any other Club or NFL business issues. This means that they will not communicate with you regarding any issues relating to your current or potential contract terms, or about collective bargaining negotiations between the NFL and the Union.

This will be the case whether you are currently under contract with the Club or not.

8. If you have an agent, the same procedures stated above concerning access to Club facilities and communications with the Club will apply to your agent.
9. The Club will not give you any further instructions or guidance as to workouts or training.
10. Except for injured players rehabilitating from football-related injuries, the Club will not provide, arrange or pay for facilities, equipment or other services relating to training or workouts. Injured players will receive a separate letter regarding their treatment and rehabilitation during a lockout. Clubs will not provide or pay for treatment for non-football related injuries or illnesses.
11. Club security and Player Development staff will not assist you with legal or other problems.
12. If you engage in any activities during the lockout, even training, you do so at your own risk. Any injury resulting from such activities will not be the responsibility or liability of the Club or the NFL. You are free to engage in alternate employment during the lockout, but you will not be protected by the Club or the NFL against injuries during such employment. Once a new labor agreement is reached between the NFL and the Union, you may be expected to report to the Club immediately. Therefore, you should structure any alternate employment so you can return to the Club promptly after a new labor agreement is reached.

Should you have any questions, please contact the NFL Players Association.

Sincerely,

[Club Executive]