

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

-----X		
REGGIE WHITE, et al.,	:	
	:	
Plaintiffs,	:	Civil Action
	:	No. 4-92-906
v.	:	
	:	Judge Doty
NATIONAL FOOTBALL LEAGUE, et al.,	:	
	:	
Defendants.	:	
	:	
-----X		

STIPULATION AND SETTLEMENT AGREEMENT, originally made and entered into the 26th day of February, 1993, and as amended March 8, 2006, by and between Plaintiffs, on behalf of themselves and all other Class Members, as defined below, on the one hand, and the National Football League (the "NFL"), on behalf of itself and its member clubs, described below, on the other hand.

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ARTICLE I

DEFINITIONS

As used in this Stipulation and Settlement Agreement, and for no other purpose, the following terms shall have the following meanings:

General Definitions:

- (a) "Action" means the consolidated class actions filed in the United States District Court for the District of Minnesota, captioned as above.
- (b) "Agreement," "Settlement Agreement," or "SSA" means this Stipulation and Settlement Agreement, as amended March 8, 2006.
- (c) "Class Counsel" means the law firms of Dewey Ballantine LLP, 1301 Avenue of the Americas, New York, New York 10019, Weil Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153, and Lindquist & Vennum, 4200 IDS Center, Minneapolis, Minnesota 55402.
- (d) "Class Members" means (1) all players who have been, are now, or will be under contract to play professional football for an NFL Club at any time from August 31, 1987 to the date of Final Judgment in this Action and determination of any appeal therefrom and (2) all college and other football players who, as of August 31, 1987 to the date of Final Judgment in this Action and determination of any appeal therefrom, have been, are now, or will be eligible to play football as a Rookie for an NFL Club.
- (e) "Club" or "Team" or "Member," used interchangeably herein, means any entity that is a member of the NFL or operates a franchise in the NFL at any time during the term of this Agreement.

(f) “Club Affiliate” or “Team Affiliate” means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a Club or any owner of a Club.

(g) “Collective Bargaining Agreement” or “CBA” means any collective bargaining agreement that exists or may exist in the future between the NFL and its Clubs with any Players Union, and any amendments thereto. As of the date of this Agreement, this term refers to the collective bargaining agreement between the NFLPA and the NFLMC effective March 8, 2006.

(h) “Commissioner” means the Commissioner of the NFL.

(i) “Court Approval” means the entry of the Final Consent Judgment by the trial court in this Action, in a form agreed upon by the parties and acceptable to the Court, approving this Agreement in accordance with the procedures of Rule 23 of the Federal Rules of Civil Procedure.

(j) “Complaint” means the class action complaint filed in the Action, as amended, on February 12, 1993.

(k) “Defendants” means the NFL, its member clubs, and the entities named in the Complaint, all predecessors to such entities from September 1, 1987 to the present, all successors to such entities during the term of this Agreement, and all new NFL Clubs that come into existence during the term of this Agreement.

(l) “Impartial Arbitrator” means the person authorized by this Agreement to hear and resolve specified disputes as provided herein.

(m) “League Year” means the period from March 1 of one year through and including the last day of February of the following year, or such other one year period to which the NFL and the Players Union may agree.

(n) “NFL Player Contract” means the form of Player Contract utilized in the NFL.

(o) “NFLMC” or “Management Council” or “NFL Management Council” means the National Football League Management Council.

(p) “NFL Rules” means the Constitution and By-Laws, rules, and regulations of the NFL and/or the Management Council.

(q) “Plaintiffs” or “Class Representatives” means Reggie White, Michael Buck, Vann McElroy, Hardy Nickerson, Albert Lewis, Wayne Radloff, and David Duerson, individually and as representatives of the Class Members.

(r) “Player Affiliate” means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a player.

(s) “Players Association” or “NFLPA” means the National Football League Players Association, its officers, directors, agents acting on its behalf, and employees.

(t) “Players Union” means any labor organization that may be selected by a majority of the NFL players and recognized by the NFL and its member clubs as the exclusive collective bargaining representative of all present and future NFL players.

(u) “Related Litigation” means the litigations specified in Appendix A hereto.

(v) “Salary” means any compensation of money, property, investments, loans, or anything else of value that a Club pays to, or is obligated to pay to, a player or Player Affiliate, or is paid to a third party at the request of and for the benefit of a player or

Player Affiliate, during a League Year, as calculated in accordance with the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(w) “Special Master” means the special master appointed and authorized by this Agreement to hear and resolve specified disputes as provided herein.

Free Agency Definitions:

(x) “Accrued Season” means any playing season for which a player received credit with respect to his qualifications for Unrestricted Free Agency or Restricted Free Agency, as described in Article VII (Veteran Free Agency).

(y) “Compensatory Draft Selection” means an additional Draft choice awarded to a Club as described in Article VII (Veteran Free Agency) and Article VIII (Franchise and Transition Players).

(z) “Draft” or “College Draft” means the NFL’s annual draft of Rookie football players as described in Article IV (College Draft).

(aa) “Draft Choice Compensation” means the right of any Club, as described in Article VII (Veteran Free Agency) and Article VIII (Franchise and Transition Players), to receive draft pick(s) from any other Club.

(aa) “Drafted Rookie” means a person who is selected in the current League Year’s Draft or whose Draft rights are held, or continue to be held, consistent with this Agreement, by an NFL Club that selected the Rookie in a prior Draft.

(ab) “Final Eight Plan” means the rules whereby signings of Unrestricted Free Agents are limited in Uncapped Years for the final eight playoff Clubs, under the limited circumstances described in Article IX (Final Eight Plan).

(ac) “Free Agent” means a player who is not under contract and is free to negotiate and sign a Player Contract with any NFL Club, without Draft Choice Compensation or any Right of First Refusal.

(ad) “Minimum Salary” means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player not on any Active list, and not on the Inactive list, pursuant to this Agreement.

(ae) “Minimum Active/Inactive List Salary” means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player on any Active list, or on the Inactive list, pursuant to this Agreement.

(af) “Negotiate” means, with respect to a player or his representatives on the one hand, and an NFL Club or its representatives on the other hand, to engage in any written or oral communication relating to efforts to reach agreement on employment and/or terms of employment between such player and such Club.

(ag) “New Club” means any Club except the Prior Club (as defined below).

(ah) “Player Contract” means a written agreement or series of such agreements executed at or about the same time between a person and an NFL Club pursuant to which such person is employed by such Club as a professional football player.

(ai) “Prior Club” means the Club that contracted with or otherwise held the NFL playing rights for the player for the previous NFL League Year.

(aj) “Prior Year Salary” means the total of the Paragraph 5 Salary, roster and reporting bonuses, pro-rata portion of signing bonus, and other payments to a player in compensation for the playing of professional football for the last League Year of the player’s most recently negotiated Player Contract, except for performance bonuses other

than roster and reporting bonuses. Prior Year Salary shall also include any unrepaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate.

(ak) “Renegotiate” means any change in Salary or the terms under which such Salary is earned or paid, or any change regarding the Club’s right to trade the player, during the term of a Player Contract.

(al) “Required Tender” means a Player Contract tender that a Club is required to make to a player pursuant to this Agreement, either as a matter of right with respect to the player, or to receive Rights of First Refusal, Draft Choice Compensation and/or other rights with respect to the player, as specified in this Agreement.

(am) “Restricted Free Agent” means a Veteran who has three or more Accrued Seasons and who completes performance of his Player Contract, but who is still subject to a Right of First Refusal and/or Draft Choice Compensation in favor of his Prior Club.

(an) “Right of First Refusal” means the right of an NFL Club, as described in Article VII (Veteran Free Agency) and Article VIII (Franchise and Transition Players) to retain the services of certain Veteran players by matching offers made to those players.

(ao) “Rookie” means a person who has never signed a Player Contract with an NFL Club.

(ap) “Undrafted Rookie” means a Rookie who was eligible for but not selected in a College Draft.

(aq) “Unrestricted Free Agent” means a Veteran who completes performance of his Player Contract, and who is no longer subject to any exclusive negotiating rights, Right of First Refusal, or Draft Choice Compensation in favor of his Prior Club.

(ar) “Veteran” means a player who has signed at least one Player Contract with an NFL Club.

Salary Cap Definitions:

(as) “Benefits” or “Player Benefit Costs” means the specific benefits paid to players set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(at) “Capped Year” means any League Year for which a Salary Cap is in effect.

(au) “Guaranteed League-wide Salary” means the minimum amount that the Teams in the NFL must pay in Player Costs during a League Year, if applicable, as set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(av) “Minimum Team Salary” means the minimum amount that each Team must pay in Salaries during a League Year, if applicable, as set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), Section 5.

(aw) “Paragraph 5 Salary” means the compensation set forth in paragraph 5 of the NFL Player Contract, or in any amendments thereto.

(ax) “Player Costs” means the total Salaries and Benefits attributable to a League Year for all NFL Teams under all of the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), but not including loans, loan guarantees, unpaid grievances attributions, and unearned incentives.

(ay) “Projected Benefits” means the amount of Benefits projected in accordance with the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(az) “Projected Total Revenues” means the amount of Total Revenues projected in accordance with the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(ba) “Room” means the extent to which a Team’s then-current Team Salary is less than either the Salary Cap or Entering Player Pool, as applicable.

(bb) “Salary Cap” means the absolute maximum amount of Salary that each Club may pay or be obligated to pay or provide to players or Player Affiliates, or may pay or be obligated to pay to third parties at the request of and for the benefit of Players or Player Affiliates, at any time during a particular League Year, in accordance with the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), if applicable.

(bc) “Team Salary” means the Team’s aggregate Salary for Salary Cap purposes, as calculated in accordance with the rules set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(bd) “Total Revenues” or “TR” means all of the League and Team revenues that are included within the definition of Total Revenues, as set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(be) “Uncapped Year” means any League Year for which a Salary Cap is not in effect.

Further Definitions:

(bf) “Final League Year” means the League Year which is scheduled prior to its commencement to be the final League Year of this Agreement. As of the date hereof, the Final League Year is the 2012 League Year. The Final League Year shall always be an Uncapped Year.

(bg) “Final Capped Year” means the League Year immediately prior to the Final League Year. The Final Capped Year shall be Capped unless the Salary Cap is removed pursuant to Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), Section 2(b).

ARTICLE II
RECITALS

WHEREAS, on February 26, 1993, the parties reached agreement on a Stipulation and Settlement Agreement to settle this action, and submitted that agreement to the Court for review and approval pursuant to Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, on April 30, 1993, after conducting hearings on the proposed Stipulation and Settlement Agreement, this Court approved that Agreement as “fair, reasonable and adequate to the class,” and entered certain findings concerning the lawful formation of the NFLPA as the exclusive collective bargaining representative of NFL, and the authority of the NFLPA to enter into a new collective bargaining agreement with the NFL and its Clubs;

WHEREAS, on May 6, 1993, the NFLPA entered into a new collective bargaining agreement with the NFL and its Clubs;

WHEREAS, on August 19, 1993, after conducting hearings on the proposed amendments, the Court granted Court Approval to that Settlement Agreement, as amended May 6, 1993;

WHEREAS, in 1996, 1999, and 2002, the parties agreed to certain amendments to the Settlement Agreement, as to all of which the Court granted approval without in any way affecting the finality of the Final Consent Judgment;

WHEREAS, on March 8, 2006, Class Counsel and the NFL Defendants bargained in good faith and agreed upon a Term Sheet to further amend the Settlement Agreement;

WHEREAS, on March 9, 2006, Class Counsel and the NFL Defendants submitted the Term Sheet to the Court for preliminary approval, which approval was granted telephonically on March 10, 2006, and by formal order on April 3, 2006;

WHEREAS, on July 25, 2006, the Court conducted a hearing as to the proposed amendments, at which hearing the parties advised the Court that the parties would shortly submit to the Court a revised Settlement Agreement incorporating all amendments;

WHEREAS, this Settlement Agreement constitutes that amended text;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE RESPECTIVE PARTIES HERETO AND THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, as follows:

ARTICLE III
PRELIMINARY MATTERS

Section 1. This Agreement shall be observed by and be binding upon the Defendants, Plaintiffs, Class Members and the Players Association from and after the date hereof, except as otherwise ordered by the Court.

Section 2. This Agreement is not, and shall not in any event, be construed as or deemed to be an admission or concession by the Plaintiffs, the Class Members, the Defendants, or the Players Association of the truth of any act alleged, or the validity of any claim or defense asserted in this Action; nor is this Agreement a concession or an admission of any fault on the part of the Plaintiffs, the Class Members, the Defendants or the Players Association; nor is it a concession or an admission on the part of the Plaintiffs, the Class Members, the Defendants, or the Players Association that any of the terms of this Agreement, any Player Contract, or any practice or course of dealing thereunder, are or are not reasonable restraints of trade within the meaning of the federal antitrust laws; nor shall this Agreement be construed by anyone for any purpose whatsoever as an admission, concession or presumption of any wrongdoing on the part of the Plaintiffs, the Class Members, the Defendants, or the Players Association.

Section 3. [Omitted]

Section 4. Nothing in this Agreement limits any authority the Commissioner otherwise may have regarding conduct detrimental to the integrity of, or public confidence in, the

game of professional football, so long as any such authority is not exercised to conflict with any specific provisions in this Agreement.

Sections 5-6. [Omitted]

ARTICLE IV
COLLEGE DRAFT

Section 1. Time of Draft: There shall be an Annual Selection Meeting (the “College Draft” or “Draft”) each League Year during the term of this Agreement and in the League Year immediately following the expiration or termination of this Agreement, with respect to which the following rules shall apply:

Section 2. Number of Choices and Eligibility:

(a) The Draft shall consist of seven rounds, with each round consisting of the same number of selection choices as there will be Clubs in the NFL the following League Year, plus a maximum number of additional Compensatory Draft Selections equal to the number of Clubs then in the League, with such Compensatory Draft Selections reserved for Clubs losing certain Unrestricted Free Agents. Each Draft shall be held between February 14 and May 2, on a date which shall be determined by the Commissioner.

(b) No player shall be permitted to apply for special eligibility for selection in the Draft, or otherwise be eligible for the Draft, until three NFL regular seasons have begun and ended following either his graduation from high school or graduation of the class with which he entered high school, whichever is earlier. For example, if a player graduated from high school in December 2006, he would not be permitted to apply for special eligibility, and would not otherwise be eligible for selection, until the 2010 Draft.

(c) If a player who was not eligible for the Draft in any League Year becomes eligible after the date of the Draft, he will be eligible to be selected in a supplemental Draft, if the League elects to conduct such a Draft, on or before the seventh calendar day prior to the opening of the first training camp that League Year. No player may elect to

bypass a Draft for which he is eligible to apply for selection in a supplemental Draft. Any Club that selects a player in a supplemental Draft must forfeit a choice in the same round in the next succeeding principal Draft.

(d) No player shall be eligible to be employed by an NFL Club until he has been eligible for selection in an NFL Draft.

Section 3. Required Tender: A Club that drafts a player shall be deemed to have automatically tendered the player a one year NFL Player Contract for the Minimum Active/Inactive List Salary then applicable to the player pursuant to the terms of this Agreement. The NFL or the Club shall provide the player with notice of such Required Tender before or immediately following the Draft.

Section 4. Signing of Drafted Rookies:

(a) A drafted player may accept the Required Tender at any time up to and including the Tuesday following the tenth week of the regular season immediately following the Draft, at 4:00 p.m. New York time. In the event the exclusive negotiating rights to the drafted player are assigned to another Club through the NFL waiver system, the acquiring Club must immediately extend the Required Tender following assignment. If released through waivers, the player shall be treated as an Undrafted Rookie Free Agent, with the right to sign an NFL Player Contract with any Club. If the Club that drafted the player signs the player after he is waived and becomes a Rookie Free Agent, the player's entire salary shall be counted against the Entering Player Pool, in the manner described in Article V (Entering Player Pool).

(b) If a Drafted Rookie has not signed a Player Contract during the period from the date of such Draft to the thirtieth day prior to the first Sunday of the regular season: (i) the Club that drafted the player may not thereafter trade to another Club either its exclusive negotiating rights to such player or any Player Contract that it signs with such player for the player's initial League Year; and (ii) the Club that drafted the player is the only Club with which the player may sign a Player Contract until the day of the Draft in the subsequent League Year, at which time such player is eligible to be drafted in the subsequent League Year's Draft by any Club except the Club that drafted him in the initial Draft. (After the Tuesday following the tenth week of the regular season, the player and the Club may only sign a Player Contract for future League Year(s)).

(c) If a Drafted Rookie has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00 p.m. New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application, and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

Section 5. Other Professional Teams:

(a) Notwithstanding Section 4(b) above, if a player is drafted by a Club and, during the period between the Draft and the next annual Draft, signs a contract with, plays for or is employed by a professional football team not in the NFL during all or any

part of the 12 month period following the initial Draft, then the drafting Club (or any assignee Club) shall retain the exclusive NFL rights to negotiate for and sign a contract with the player until the day of the Draft three League Years after the initial Draft, and shall thereafter have a Right of First Refusal as described herein, and the player may receive offers from any Club at any time thereafter. The player shall notify any Players Union and the NFL of his desire to sign a contract with an NFL Club, and of the date on which the player will be free of his other contractual obligations of employment, if any. Within thirty days of receipt of such notice by the NFL or the date of the availability of such player, whichever is later, the NFL Club that drafted the player must tender a one year written Player Contract to the player in order to retain its rights to that player, as detailed below.

(b) For a player to whom the drafting Club retains the exclusive NFL rights to negotiate pursuant to Section 4(a) above, the Club must tender a one year Player Contract with salary of at least the Minimum Active/Inactive List Salary for players with less than one credited season, as defined in Article VIII-A (Salaries), within the thirty day period specified in Subsection (a) above. The amount of such tender and/or any Player Contract entered into with the player shall be subject to the Entering Player Pool, as set forth in Article V (Entering Player Pool). If the player is released through waivers, the player immediately becomes a Free Agent, with the right to sign an NFL Player Contract with any Club, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(c) For players with respect to whom the drafting Club retains a Right of First Refusal pursuant to this Section 5, during each League Year the player shall be treated as if he were a Restricted Free Agent not subject to Draft Choice Compensation, as described in Article VII (Veteran Free Agency), Section 2, except as otherwise set forth in this Section 5. For such players subject to a Right of First Refusal, the Club must tender a one year Player Contract with at least the Minimum Active/Inactive List Salary for players with two or more Credited Seasons, as defined in Article VIII-A (Salaries), within the thirty day period specified in Subsection (a) above. The amount of such tender and/or any Player Contract entered into with the player shall not be subject to the Entering Player Pool. If the Club does not make or withdraws the Required Tender, the player immediately becomes a Rookie Free Agent, with the right to negotiate and sign a Player Contract with any Club, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

Section 6. Return to College: If any college football player who becomes eligible for the Draft prior to exhausting his college football eligibility through participation is drafted by an NFL Club, and returns to college, the drafting Club's exclusive right to negotiate and sign a Player Contract with such player shall continue through the date of the Draft that follows the last season in which the player was eligible to participate in college football, and thereafter the player shall be treated and the Club shall have such exclusive rights as if he were drafted in such Draft by such Club (or assignee Club).

Section 7. Assignment of Draft Rights: In the event that the exclusive right to negotiate for a Drafted Rookie under Sections 4, 5 or 6 above is assigned from one Club to another Club, the Club to which such right has been assigned shall have the same, but no greater, right to such player, including the Right of First Refusal described in Section 5, as would the Club assigning such right, and such player shall have the same, but no greater, obligation to the NFL Club to which such right has been assigned as he had to the Club assigning such right.

Section 8. Subsequent Draft: A Club that, in a subsequent Draft, drafts a player who (a) was selected in an initial Draft, and (b) did not sign a contract with the NFL Club that drafted him or with any assignee Club during the signing period set forth in Sections 4 through 6 above, shall, during the period from the date of the subsequent Draft to the date of the Draft held the subsequent League Year, be the only NFL Club that may negotiate with or sign a Player Contract with such player. If such player has not signed a Player Contract within the period beginning on the date of the subsequent Draft and ending on the thirtieth day prior to the beginning of the regular season, the Club loses all rights to trade its exclusive negotiating rights to such player or any Player Contract that it signs with such player for the player's initial League Year. After the Tuesday following the tenth week of the regular season, the player and the Club may only sign a Player Contract for future League Year(s), except as provided in Section 4(c) above. If the player has not signed a Player Contract by the day of the next annual College Draft following the subsequent Draft, the player immediately becomes a Rookie Free Agent, with the right to negotiate and sign a Player Contract with any Club, and any Club is then free to negotiate

for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

Section 9. No Subsequent Draft: If a player is drafted by a Club in an initial Draft and (a) does not sign a contract with a Club during the signing period set forth in Sections 4 through 6 above, and (b) is not drafted by any Club in the subsequent Draft, the player immediately becomes an Undrafted Rookie, with the right to negotiate and sign a Player Contract with any Club, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

Section 10. Compensatory Draft Selections: The rules and procedures regarding Compensatory Draft Selections set forth in Section 2 above shall be as agreed upon by the NFL, Class Counsel and any Players Union.

Section 11. Undrafted Rookies: Any person who has not been selected by a Club in a College Draft shall be free, after the completion of a College Draft for which he is eligible, to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with any such person after such date, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind.

Section 12. Notice of Signing: Promptly following but no later than two business days after receipt of notice of the signing of any Drafted or Undrafted Rookie, the NFL shall notify Class Counsel or any Players Union of such signing.

Section 13. Additional Compensatory Picks: The Clubs may decide the selection position for expansion teams in the College Draft, and may allocate to each expansion Club additional special draft selections in the drafts held prior to each of the first three seasons in which the expansion Clubs will participate in regular League play, up to a maximum of one additional such special draft selection for each expansion Club in each round of the draft in each such year.

Section 14. Entering Player Pool Adjustment: The Entering Player Pool, and the Rookie Allocation for each expansion team, will be adjusted to account for draft selections awarded to expansion teams pursuant to Section 13 above.

ARTICLE V
ENTERING PLAYER POOL

Section 1. Definition: For purposes of this Article V of this Agreement, the following terms shall have the meanings set forth below:

(a) “Entering Player Pool” means the League-wide limit on the total amount of Salary to which all of the NFL Clubs may contract for in signing Drafted Rookies (and certain amounts contracted to be paid to Undrafted Rookies as described below) during each League Year of this Agreement, as set forth below.

(b) Salary shall be defined and calculated in the same manner as set forth in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary). In the event a Rookie who is subject to the Entering Player Pool signs a Player Contract after the commencement of the regular season, the Club must have Room under its Rookie Allocation for the entire Paragraph 5 amount of the contract.

Section 2. Covered League Years: The Entering Player Pool will be in effect in all League Years, except as set forth below. The NFL may remove the Entering Player Pool at its option in any Uncapped Year, by notice to Class Counsel and any Players Union at least 60 days prior to the scheduled date of the Draft that League Year. Further, in any Capped Year, the NFL may remove the Pool, by notice to Class Counsel and any Players Union at least 60 days prior to the scheduled date of the Draft that League Year, but to the extent that any Club spends more than its Rookie Allocation in that League Year, the Club will pay an equivalent number of dollars to its Veteran players pursuant to reasonable allocation instructions by Class Counsel and any Players Union.

Section 3. Calculation:

(a) The Entering Player Pool shall consist on a League-wide basis of the amount of the Entering Player Pool for the immediately preceding League Year (excluding any formula allotments attributable to any Compensatory Draft Selections), increased by the same percentage as the increase in Projected TR for that League Year over the prior year's TR (as defined in Article X (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary)), up to a maximum of five percent (5%) per season, but shall not in any event decrease in actual amount from League Year to League Year. Notwithstanding the foregoing, to the extent there are Compensatory Draft Selections as a result of Article IV (College Draft), Section 2 and/or Article VIII (Franchise and Transition Players), Section 15, the Entering Player Pool shall be increased in accordance with Subsection (c) below and as otherwise agreed upon by the NFL and Class Counsel and any Players Union.

(b) For each League Year of this Agreement, each Club shall have a Rookie Allocation, which shall be its proportional share of the Entering Player Pool, calculated based on the number, round, and position of the Club's selection choices in the Draft. The Rookie Allocation formula shall be agreed upon by the NFL and Class Counsel and any Players Union and shall remain in effect for the duration of the Agreement, unless the NFL and Class Counsel and any Players Union otherwise agree.

(c) If, pursuant to Article IV (College Draft), Section 2 and/or Article VIII (Franchise and Transition Players), Section 15, a Club has one or more Compensatory Draft Selections, an amount shall be added to that Club's Rookie Allocation, and to the Entering Player Pool (notwithstanding Subsection (b) above), based upon the amount

allotted to selection choices of that round and position in calculating the Rookie Allocation (the "Formula Allotment"). In the event that a Club signs a Player Contract with a Drafted Rookie who was drafted in a prior League Year, an additional amount shall be added to that Club's Rookie Allocation, and to the Entering Player Pool (notwithstanding Subsection (b) above), equal to the lower of the Club's original Formula Allotment for such draft choice or the amount of unused Room under the Club's Rookie Allocation during the League Year in which the player was originally drafted.

(d) Notwithstanding the above, nothing shall prevent the Club from signing a player for an amount in excess of the player's Formula Allotment, if the Club has Room available under its Rookie Allocation.

(e) In the event that the NFL holds a supplemental draft in addition to its annual Draft in advance of the next League Year's Draft, adjustments shall be made to the Entering Player Pool and Rookie Allocation in a manner to be agreed upon by the NFL and Class Counsel and any Players Union.

(f) In any League Year in which one or more expansion Teams enter the League, the amount of the Entering Player Pool shall be increased to account for the draft selections of any such expansion Teams.

(g) In the event the NFL holds a supplemental draft in addition to its annual College Draft in advance of the following League Year's College Draft, there shall be added to each selecting Club's Rookie Allocation, and (cumulatively, if more than one selecting Club) to the Entering Player Pool for that League Year, an amount equal to the Formula Allotment for the corresponding choice(s) in that League Year's College Draft. In the subsequent League Year, after Formula Allotments have been established for each

selection position in the College Draft, the amount of the Formula Allotment(s) for the selections used in the prior year's supplemental draft shall be deducted from the Club's Rookie Allocation. *See* Section 3(e) above. For example: If Team A selects a player in a supplemental draft with the first choice in the third round, Team A's Rookie Allocation for that League Year shall be increased by an amount equal to the Formula Allotment for the first choice in the third round of that year's College Draft. An amount equal to the Formula Allotment for the first choice in the third round of the prior League Year's Draft shall be eliminated from the subsequent League Year's Entering Player Pool, in that Club's Rookie Allocation, but all other Rookie Allocations remain the same.

Section 4. Operation:

(a) No Club may enter into Player Contracts with Drafted Rookies that, standing alone or in the aggregate, provide for Salaries in the first League Year of such Player contracts that would exceed the Club's Rookie Allocation for that year.

(b) For the purposes of this Article V, the Salary of any Undrafted Rookie shall count toward the Club's Rookie Allocation only to the extent that it exceeds the then applicable Minimum Active/Inactive List Salary for that player.

(c) In the event that a Draft selection is assigned to another Club prior to completion of the Draft, the amount of the Formula Allotment for such selection shall be assigned to the Club receiving the selection under the assignment. A Club may not assign the exclusive negotiating rights to a Drafted Player to another Club if such New Club does not have Room under its Rookie Allocation equal to at least the original Formula Allotment for the player, unless the player consents to such assignment.

(d)(i) If a Drafted Player is placed on waivers, the player's Formula Allotment remains with the Club that requested waivers on him, and the assignee Club must have Room or make Room under its Rookie Allocation to make the Required Tender to the player.

(ii) If a Club requests waivers on a Drafted Rookie and that player is released via waivers, the requesting Club can sign that player to a Player Contract during that League Year only if the Club has Room under its Rookie Allocation equal to the full Salary contracted for in that League Year.

(e) No Player Contract signed by a Rookie may provide for an annual increase in Salary of more than twenty-five percent (25%) of the contract's first League Year Salary, unless such Player Contract provides for Salary which is equal to the then applicable Minimum Salary for each League Year of the contract. For the purposes of the calculation in this section only, any amount of a signing bonus attributed to the player's Salary shall not be counted.

(f) If a Rookie contracts with a Club for the minimum workout payments set forth in Article XXXV of the Collective Bargaining Agreement, for his second or subsequent season, such payments shall not be included for purposes of the 25% Rule for Rookies set forth above. If a Rookie contracts with a Club for a workout payment in excess of the minimum, such excess amount shall be included for the purposes of the 25% Rule for Rookies set forth above. In all cases, a workout payment shall count toward Team Salary and a Team's Rookie Allocation.

(g) Any amount which a Club may pay to a player to buy out a right the player has or may have to terminate one or more contract years shall be treated as a signing bonus at the time the buyout is exercised by the Club, and prorated at that time over the remaining term of the contract, including the current League Year, if the right to terminate and/or the right to buyout is based upon one or more incentives that are not “likely to be earned.” Such a buyout amount shall not be included in any calculation for purposes of the 25% Rule for Rookies set forth above. (The parties acknowledge that they disagree as to the treatment of allocated signing bonus and buyout payments when a player’s right to terminate one or more contract years and/or the Club’s right to buyout is based upon one or more incentives that are “likely to be earned,” and not upon any incentives that are not “likely to be earned.” These issues are expressly left open. Except to enforce the terms of this Subsection (g), the terms of this Subsection may not be referred to or used by any of the parties in any proceeding, or otherwise, and the parties otherwise reserve all their rights with respect to the subject of this parenthetical).

(h) Any amount specified to be paid for the exercise of an option by a Club to extend the term of a Player Contract shall be treated as signing bonus, prorated over the remaining term of the contract commencing in the League Year in which it is exercised or the last League Year in which the option may be exercised, whichever comes first. Such an option amount shall, immediately upon execution of the contract, renegotiation or extension, be included in any calculation for purposes of the 25% Rule for Rookies set forth above, prorated over the remaining term of the contract commencing in the last League Year in which the option may be exercised. Notwithstanding the foregoing: (i) if a Club renounces its right to exercise the option, the option amount shall not be included

in Team Salary as of the date of such renunciation; and (ii) if the club does not renounce, but nonetheless does not exercise the option, the full amount of the option amount previously counted against Team Salary shall be credited to the Club's Salary Cap in the next League Year.

(i) The Player Contract of a Rookie may not be renegotiated until after his Club's final game of the second NFL season following the signing of such Player Contract.

(j) Nothing in this Agreement is intended to or shall be construed to mean that any Rookie's Salary is predetermined by any Allocation or Formula Allotment.

(k) The list of each Formula Allotment attributed to each draft selection shall be agreed to by the NFL and Class Counsel and any Players Union, and shall not be disclosed to Clubs, Players, Player Agents or the public.

(l) For purposes of the Entering Player Pool and a Team's Rookie Allocation, amounts contracted to be paid to Drafted Rookies, and amounts in excess of the applicable Minimum Active/Inactive List Salary contracted to be paid to Undrafted Rookies pursuant to Subsection 4(b) above, shall be counted against the Entering Player Pool and a Team's Rookie Allocation, whether or not the amounts are actually paid, in the manner otherwise specified in the CBA.

(m) In League Years for which no Salary Cap is in effect, 85% of any amount contracted by a Team to be paid from the Team's Rookie Allocation to a Rookie, but not actually paid by the Team to that player, either as a rookie, or as a re-signed first year player or practice squad player, which amount was not paid because that player was

released, will be distributed to all rookies on such Team promptly after the end of the season on a pro rata basis based upon the number of downs played.

(n) If a Club has a Rookie Orientation Program apart from its allowable minicamp(s) and prior to its training camp, the following categories of per player reimbursements or payments will not be counted against the Entering Player Pool: (1) One Round Trip Airline Ticket or its cash equivalent from the player's place of residence to the Club city and back, not to exceed \$1,250 for the 2006-09 League Years and \$1,500 for the 2009-12 League Years; (2) Room and Board or its equivalent of up to \$110 per day for the 2006 League Year, \$120 per day for the 2007-08 League Years, \$130 per day for the 2009-10 League Years and the 2011 League Year if it is an Uncapped Year, and \$145 per day for the 2011 League Year if it is a Capped Year and the 2012 League Year, up to a maximum of sixty (60) days; and (3) ground transportation to and from the player's place of residence in the Club's city to the Club's facility. Any amounts in excess of the above reimbursements or payments will count against the Entering Player Pool. Costs associated with the Rookie Orientation Programs will be evaluated by the parties each year to determine if adjustment, with respect to the Entering Player Pool, is appropriate.

Section 5. Rookie Player Contract Length: The initial Player Contract of a Rookie, including any Club option, may not exceed four (4) years in length, except that the initial Player Contract of a Rookie drafted with a selection in the first half of the first round (e.g., the first sixteen (16) of thirty-two (32) selections in the 2006 Draft), including any Club option, may not exceed six (6) years in length, and the initial Player Contract of a

Rookie drafted with a selection in the second half of the first round, including any Club option, may not exceed five (5) years in length.

ARTICLE VI
VETERANS WITH LESS THAN THREE ACCRUED SEASONS

Section 1. Accrued Seasons Calculation:

(a) For the purposes of calculating Accrued Seasons under this Agreement, a player shall receive one Accrued Season for each season during which he was on, or should have been on, full pay status for a total of six or more regular season games, but which, irrespective of the player's pay status, shall not include games for which the player was on: (i) the Exempt Commissioner Permission List, (ii) the Reserve PUP List as a result of a nonfootball injury, or (iii) a Club's Practice or Development Squad.

(b) For the purposes of calculating Accrued Seasons under this Agreement, for any League Year beginning with the 1993 League Year, a player shall not receive an Accrued Season for any League Year in which the player is under contract to a Club and in which he failed to report to such Club at least thirty days prior to the first regular season game of that season, or in which the player thereafter failed to perform his contract services for the Club for a material period of time, unless he demonstrates to the Impartial Arbitrator extreme personal hardship causing such failure to report or perform, such as severe illness or death in the family. The determination of the Impartial Arbitrator shall be made within thirty days of the application by the player, and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

Section 2. Negotiating Rights of Players with Less Than Three Accrued Seasons:

Any Veteran with less than three Accrued Seasons whose contract has expired may negotiate or sign a Player Contract only with his Prior Club, if on or before March 1 his

Prior Club tenders the player a one year Player Contract with a Paragraph 5 Salary of at least the Minimum Active/Inactive List Salary applicable to that player. If the Prior Club has not by that date made the Required Tender or later withdraws such tender, the player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

ARTICLE VII
VETERAN FREE AGENCY

Section 1. Unrestricted Free Agents:

(a) Subject to the provisions of Article VIII (Franchise and Transition Players), any player with five or more Accrued Seasons, or with four or more Accrued Seasons in any Capped Year, shall, at the expiration of his Player Contract, become an Unrestricted Free Agent. Such player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, subject to the signing period set forth below.

(b) **Signing Period.**

(i) In the event that an Unrestricted Free Agent has not signed a Player Contract with a Club by July 22 or the first scheduled day of the first NFL training camp, whichever is later, in the League Year following the expiration of his last Player Contract, he may negotiate or sign a Player Contract from July 22 until the Tuesday following the tenth week of the regular season, at 4:00 p.m. New York time, only with his Prior Club, provided that the Prior Club by June 1 has tendered to the player a one year Player Contract of at least 110% of either (a) his Prior Year Salary (if his expiring Player Contract is not a Player Contract he entered into as a Rookie), or (b) his Paragraph 5 Salary (if his expiring Player Contract is a Player Contract he entered into as a Rookie, without renegotiation), in each case with all other terms of his contract identical to his prior year's contract. For the purposes of this Subsection, "Prior Year Salary" means the total of the Paragraph 5 Salary, roster and reporting bonuses, pro-rata portion of signing

bonus, and other payments to players in compensation for the playing of professional football for the last year of the player's most recently negotiated Player Contract, except for performance bonuses other than roster and reporting bonuses. Prior Year Salary shall also include any unrepaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate.

(ii) If an Unrestricted Free Agent described in Subsection 1(b)(i) above has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00 p.m. New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

(iii) If an Unrestricted Free Agent does not play in the NFL for the remainder of a League Year pursuant to Subsection 1(b)(ii) above, commencing the first day of the following League Year, the player shall be free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(c) In the event that an Unrestricted Free Agent has not signed a Player Contract with a Club by June 1 of the League Year following the expiration of his last Player Contract, and if his Prior Club has not by that date tendered to the player a one

year Player Contract in accordance with the requirements of Subsection 1(b)(i) above, or has withdrawn the tender, the player shall continue to be an Unrestricted Free Agent and shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(d) An Unrestricted Free Agent shall not be subject to any limitations on the period of time before which he may qualify as an Unrestricted Free Agent again, or to any limitations on the number of times he may be an Unrestricted Free Agent.

(e) Promptly upon but no later than two business days after the signing of any Unrestricted Free Agent to a Player Contract, the signing Club shall notify the NFL, which shall notify Class Counsel or any Players Union of such signing.

Section 2. Restricted Free Agents:

(a) Any Veteran player with three or more Accrued Seasons, but less than five Accrued Seasons (or less than four Accrued Seasons in any Capped Year), shall, at the expiration of his last Player Contract during such period, become a Restricted Free Agent. Any such player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with any such player, subject to the restrictions set forth in this Article.

(b) In order to receive the following specified Rights of First Refusal and/or Draft Choice Compensation with respect to a Restricted Free Agent, the Prior Club of a

Restricted Free Agent must tender the player a Qualifying Offer on or before the first date of the Restricted Free Agent Signing Period, as follows:

(i) For Restricted Free Agents with three Accrued Seasons:

(1) Right of First Refusal: one year Player Contract with Paragraph 5 Salary of at least \$721,600 for the 2006 League Year, \$850,000 for the 2007 League Year, \$927,000 for the 2008 League Year, \$1,010,000 for the 2009 League Year, \$1,101,000 for the 2010 League Year, \$1,200,000 for the 2011 League Year, or \$1,308,000 for the 2012 League Year, as applicable;

(2) Right of First Refusal and Draft Selection at Player's Original Draft Round: one year Player Contract with a Paragraph 5 Salary of at least (a) the amount set forth in Subsection (b)(i)(1) above, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged (this Subsection is subject to the rules of Subsection (c) below);

(3) Right of First Refusal, One Second Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$1,300,000 in the 2007 League Year, \$1,417,000 in the 2008 League Year, \$1,545,000 in the 2009 League Year, \$1,684,000 in the 2010 League Year, \$1,835,000 in the 2011 League Year, or \$2,000,000 in the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged;

(4) Right of First Refusal and One First Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$1,573,000 for the 2006 League

Year, \$1,850,000 for the 2007 League Year, \$2,017,000 for the 2008 League Year, \$2,198,000 for the 2009 League Year, \$2,396,000 for the 2010 League Year, \$2,611,000 for the 2011 League Year, or \$2,846,000 for the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged

(5) Right of First Refusal, One First Round Draft Selection, and One Third Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$2,096,600 for the 2006 League Year, \$2,350,000 for the 2007 League Year, \$2,562,000 for the 2008 League Year, \$2,792,000 for the 2009 League Year, \$3,043,000 for the 2010 League Year, \$3,317,000 for the 2011 League Year, or \$3,616,000 for the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged;

(ii) For Restricted Free Agents with four Accrued Seasons (in Uncapped Years):

(1) Right of First Refusal: one year Player Contract with Paragraph 5 Salary of at least \$771,600 for the 2006 League Year, \$925,000 for the 2007 League Year, \$1,002,000 for the 2008 League Year, \$1,085,000 for the 2009 League Year, \$1,176,000 for the 2010 League Year, \$1,275,000 for the 2011 League Year, or \$1,383,000 for the 2012 League Year, as applicable;

(2) Right of First Refusal and Draft Selection at Player's Original Draft Round: one year Player Contract with a Paragraph 5 Salary of at least (a) the amount set

forth in Subsection (b)(ii)(1) above; or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged (this Subsection is subject to the rules of Subsection (c) below);

(3) Right of First Refusal and One Second Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$1,375,000 in the 2007 League Year, \$1,492,000 in the 2008 League Year, \$1,620,000 in the 2009 League Year, \$1,759,000 in the 2010 League Year, \$1,910,000 in the 2011 League Year, or \$2,075,000 in the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged

(4) Right of First Refusal and One First Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$1,673,000 for the 2006 League Year, \$1,975,000 for the 2007 League Year, \$2,142,000 for the 2008 League Year, \$2,323,000 for the 2009 League Year, \$2,521,000 for the 2010 League Year, \$2,736,000 for the 2011 League Year, or \$2,971,000 for the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged; and

(5) Right of First Refusal, One First Round Draft Selection, and One Third Round Draft Selection: one year Player Contract with Paragraph 5 Salary of at least (a) \$2,196,600 for the 2006 League Year, \$2,475,000 for the 2007 League Year, \$2,687,000 for the 2008 League Year, \$2,917,000 for the 2009 League Year, \$3,168,000 for the 2010

League Year, \$3,442,000 for the 2011 League Year, or \$3,741,000 for the 2012 League Year, as applicable, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged.

(c) (i) Notwithstanding Subsections 2(b)(i) and 2(b)(ii) above, in the event that a Prior Club tenders any of its Restricted Free Agents originally selected in a draft round lower than the first round a Qualifying Offer that requires Draft Choice Compensation of one first round selection (the "(c)(i) Upgraded Tender"), the Prior Club shall only be eligible to receive Draft Choice Compensation of one second round selection for any of its Restricted Free Agents originally selected in the first round of the Draft, unless such Restricted Free Agents have each received a Qualifying Offer of at least the amount of the (c)(i) Upgraded Tender.

(ii) Notwithstanding Subsections 2(b)(i) and 2(b)(ii) above, in the event that a Prior Club tenders any of its Restricted Free Agents originally selected in a draft round lower than the second round a Qualifying Offer that requires Draft Choice Compensation of one second round selection (the "(c)(ii) Upgraded Tender"), the Prior Club shall only be eligible to receive Draft Choice Compensation of one third round selection for any of its Restricted Free Agents originally selected in the second round of the Draft, unless such Restricted Free Agents have each received a Qualifying Offer of at least the amount of the (c)(ii) Upgraded Tender.

(d) [Omitted]

(e) [Omitted]

(f) A Restricted Free Agent shall have the option of accepting a one year NFL Player Contract for 110% of his Prior Year Paragraph 5 Salary (with all other terms of his prior year contract carried forward unchanged) in lieu of a Player Contract for the applicable alternative amount specified in this paragraph, if he so wishes, regardless of which Player Contract is for a greater amount.

(g) In the event a Prior Club withdraws its Qualifying Offer, the Restricted Free Agent shall immediately become an Unrestricted Free Agent and shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with any such player, without being subject to First Refusal, Draft Choice Compensation, Signing Period, or any other limitation of any kind.

(h) **Signing Period.** The dates of the period in which Restricted Free Agents shall be free to negotiate and sign a Player Contract with any Club (the "Signing Period") shall be agreed upon by the NFL and Class Counsel and any Players Union by the previous September 1, but in no event may such Signing Period be less than a period of forty-five days, unless the parties agree otherwise.

(i)(i) In the event that a Restricted Free Agent has not signed a Player Contract with a Club within the Signing Period in the League Year following the expiration of his last Player Contract, and if the Prior Club by June 1 tenders to the Restricted Free Agent a one year Player Contract of at least 110% of his Paragraph 5 Salary (with all other terms of his prior year contract carried forward unchanged) or extends the player's Qualifying Offer, whichever is greater (the "June 1 Tender"), the Prior Club shall be the only Club with which the player may negotiate or sign a Player Contract during the