

COLLECTIVE BARGAINING AGREEMENT

NEGOTIATED BY AND BETWEEN

ARENA FOOTBALL ONE, LLC

AND

ARENA FOOTBALL LEAGUE PLAYERS UNION

EFFECTIVE DATE

September 30, 2018

TERMINATION DATE

September 30, 2021

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- Exhibit 1 Standard Player Contract
- Exhibit 2 Player Fine Schedule
- Exhibit 3 Limited Payroll Deduction Authorization
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COLLECTIVE BARGAINING AGREEMENT

PARTIES TO AGREEMENT

This Collective Bargaining Agreement (“CBA” or “Agreement”) is between Arena Football One, LLC (“AF1” or “League” or “AFL”) and the Arena Football League Players Union (“Union” or “AFLPU”) and no other parties.

ARTICLE I RECOGNITION

Section 1.1. Recognition. AF1 recognizes the AFLPU as the exclusive bargaining representative of AF1 employee football players (“Players”) in the bargaining unit certified by the National Labor Relations Board and described in the Certification of Representative dated June 27, 2011 (“Bargaining Unit”). The Bargaining Unit certified by the National Labor Relations Board, Region 17, in Case No. 17-RC-12702 is:

INCLUDED: All Arena Football One, LLC (AF1) football players employed by AF1 who are either (1) assigned to an AF1 Players Roster of Twenty-four (24) Players, (2) on the Suspended Players List, or (3) on the Injured Reserve Players List or Physically Unable to Perform List.

EXCLUDED: All Exempt List Players, Refuse-To-Report-Players List, coaches, team personnel, all other employees, office clerical employees, guards and supervisors as defined in the Act.

It is recognized by the parties that AF1 is a single entity business organization.

The parties agree that the League shall not be required to provide financial information to the Union as a requirement of or during the term of this CBA.

Section 1.2. Union Access. The Union has the right under this Agreement to conduct up to two (2) meetings per year with the Players from any Team, the location to be mutually agreed to by the Union and the League, provided that the Player Representative or the AFLPU has given the Team and the League six (6) days prior written notice of its desire to hold such a meeting. The League shall not unreasonably withhold approval of a proposed meeting. In no event shall such meetings be held on game days, or during scheduled practice. This Section 1.2 neither applies to nor is intended to restrict in any way any right of the Union to meet during non-working hours with the Players individually, by Team or in groups, off of practice, game, or other facilities (including transportation and lodging on Team travel) owned, leased, operated or utilized by the Team or League.

ARTICLE II DEFINITIONS

Section 2.1. Definitions.

- (i) “Arena Football League” and “AFL” means the football league started in 2010 by AF1.
- (ii) “Assigned List” means the Players assigned to a Team’s roster who are eligible to be designated on the Active Roster for a game. The Assigned List shall not exceed twenty-four (24) Players and does not include Players on any of the following lists: Injured Reserve, League Suspended, Team Suspension, Refuse to Report, Other League Exempt, Left Squad and Physically Unable to Perform.
- (iii) “Rookie” or “Rookie Player” means a Player who is not a Veteran at the start of a season. A Player will not change from Rookie to Veteran status during the course of a season.
- (iv) “Team” means a team playing in the Arena Football League operated by AF1 commencing in 2010 and utilizing Players employed by AF1.
- (v) “Veteran” or “Veteran Player” means a Player who has been employed by the AF1 in at least one previous season and during his career with AF1 has been on any Team’s Assigned List or Injured Reserve for more than four (4) games total.
- (vi) Physically Unable to Perform List means the Players who are not able to participate or practice during pre season Training Camp. A player may only be placed on the Physically Unable to Perform (“PUP”) List during pre season Training Camp.

ARTICLE III DURATION OF AGREEMENT

Section 3.1. Term. This Agreement is effective at 12:00 P.M. on September 30, 2018 and terminates at 12:00 P.M. on September 30, 2021, provided that if the last game of the 2021 season (including playoffs) occurs after September 30, 2021, then the Agreement shall terminate at 12:00 midnight of the 7th day after such last game ends.

Section 3.2. Optional Termination. This Agreement shall have a four (4) year term, effective until September 30, 2021, provided, however, that the fourth year may be terminated at the sole discretion of either the AFL or the AFLPU by providing written notice to the other party no later than August 31, 2020.

Section 3.3. Retirement. The parties agree to bargain ninety (90) days prior to the commencement of the 2019 season exclusively regarding the subject of the possible implementation of a 401(k) plan for eligible Players during the 2019 season. This Section 3.2 is

not intended to permit bargaining during the term of this Agreement regarding any other term or condition of this Agreement and shall not constitute a waiver of the no-strike and no-lockout provisions set forth in Article VI of this Agreement.

ARTICLE IV UNION SECURITY

Section 4.1. Union Membership. Every player has the right to become a member of the Union

Section 4.2. Check-Off. The League agrees that it will deduct money from the pay of those Players who voluntarily and properly execute and submit to the League, either directly or through the Union, a valid Limited Payroll Deduction Authorization for authorized Union Dues and Initiation Fees assessed by the Union as a condition of acquiring or retaining Union membership in the form attached hereto as Schedule _____ (provided that the Authorization remains in force and effect without regard to whether it was signed before or after the effective date of the CBA). The Union may make reasonable modifications to the form but will notify AF1 at least ten (10) days in advance of modifications. The League will forward such deducted funds to the Union within a reasonable time (League will endeavor to forward the funds within three (3) business days). Players who resign from the Union can revoke the Authorization by providing a written revocation to the League, directly or through the Union.

Section 4.3. Payroll Slot. AFL shall provide AFLPU with a payroll deduction slot for voluntary benefits or deductions on behalf of its members. AFLPU shall pay AFL or its Third Party Vendor, if permitted by Law, an administrative fee of not more than \$3.00 for each payroll deduction processed by AFL or its Third Party Vendor. The AFL shall assess the administrative fee.

Section 4.4. Enforcement. Section 4.2 of this Article IV is enforceable during the term of this CBA only, and terminates with the termination or modification of this Agreement.

Section 4.5 Indemnification. The Union shall indemnify and hold the League harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making deductions from the pay of any Player for transmittal to the Union in accordance with the provisions of this Article and the Limited Payroll Deduction Authorization.

ARTICLE V MANAGEMENT RIGHTS

Section 5.1. General Management Rights. AF1 retains the exclusive right to manage its business and direct its Players. All the rights, powers, functions and authority of the AF1 (collectively referred to as "Management Rights") which AF1 had prior to the time any union became certified as exclusive collective bargaining representative of AF1 Players, and which are not specifically relinquished or modified by specific provisions of this Agreement, are retained by the AF1.

Section 5.2. Management Rights. Although not intended as a complete list, the Management Rights which the AF1 specifically retains as its exclusive Management Rights to be exercised (including modifications) by AF1 unilaterally and without any obligation to negotiate or bargain

with the Union, except as expressly limited by another specific provision in this CBA, include the following:

- (a) to determine Team locations, relocation of Teams to other playing venues, cities, or states during the off season;
- (b) to determine the number of Teams in the AFL, including without limitation increasing or reducing the number of Teams during the off season;
- (c) to determine the means, methods, processes and schedules of Team practices, games and other team activities, so long as it does not adversely affect Players and is consistent with the CBA;
- (d) to impose rules on Team operations, so long as it does not adversely affect Players and is consistent with the CBA;
- (e) to establish and require Teams to comply with AF1 policies, rules and regulations, so long as it does not adversely affect Players and is consistent with the CBA;
- (f) to modify AF1 team operations, policies and procedures, so long as it does not adversely affect Players and is consistent with the CBA;
- (g) to determine the starting and ending dates of AFL football seasons during the off season;
- (h) to determine game dates, locations and times, so long as it does not adversely affect Players and is consistent with the CBA;
- (i) to determine Players assigned to each Team, so long as it does not violate the CBA;
- (j) To determine rules of the game, so long as it does not adversely affect Players' safety or violate the CBA;
- (k) to select the manufacturer, make, model, and/or specifications of equipment and supplies used in games, including without limitation helmets, pads, uniforms, and footballs, so long as it does not adversely affect Players' safety or violate the CBA;
- (l) to decrease or increase the number of games in a regular season and playoffs, in accordance with the CBA, during the off season;
- (m) to require the use of helmet cameras as a specification of equipment and supplies used in games without any further bargaining obligations; provided, however, that footage from helmet cameras will not be used as the basis for League-imposed fines or discipline, or as evidence to support a decision to impose discipline, so long as it does not adversely affect Players' safety or violate the CBA.

The League shall not be required to bargain with the Union, and the Union shall not be entitled to bargain with the League, over the effects of the League's exercise of its Management Rights under Sections 5.2(a), (b), (g), (h), (i), and (l), unless the League's exercise of its Management Rights or the effects of the League's exercise adversely impact Player safety or contradicts the CBA, as follows:

- (a) With regard to Section 5.2(a), the relocation occurs during an AFL season after the first game of such season;
- (b) With regard to Section 5.2(b), the reduction in number of Teams occurs during an AFL season after the first game of such season;
- (c) With regard to Section 5.2(g), the starting of the season (first regular season game) is changed to commence prior to March 1 and the ending date of the season (including playoffs and Arena Bowl) is changed to be after August 30;
- (d) With regard to Section 5.2 (j), any change in the rules of the game has an adverse impact on Player compensation during the season or an adverse impact on the safety of the players.

Nothing contained in this Section 5.2 shall be construed to create or diminish any right or obligation to bargain not existing under federal law, nor to expand any such right. Furthermore, the League shall be entitled to exercise the Management Rights in Section 5.2 without first bargaining with the Union over the decision.

Section 5.3. The exercise or non-exercise of any of the "Management Rights" stated above, and the consequences of such action or inaction does/do not in any way waive the exercise of the same or different Management Right in the future and is/are not subject to the grievance or arbitration provisions of this CBA, or of any current or past Standard Player Agreements between AF1 and any of its Players.

Section 5.4. So long as AF1's decision to exercise any Management Right or the adverse effects of the decision does not violate the terms of this Agreement, AF1 and the Union agree that AF1 has no obligation during this Agreement to negotiate the decision, and neither the Union nor any Player has the right to grieve or arbitrate the exercise of any Management Right in this Article V or elsewhere in this Agreement, or the adverse effects of exercising any such Management Right, except as provided in Section 5.5 of this Article V, for the preservation (but not the creation or expansion) of the right, if any, to bargain the adverse effects of the exercise of certain Management Rights except as identified and provided by the CBA.

Section 5.5. Except as set forth in Section 5.2 above or as limited or relinquished elsewhere in this Agreement, the Union retains any right that it might have under applicable federal law to bargain with the League concerning the adverse effects of any Management Rights exercised by the League pursuant to this Article. Provided, however, the League shall be entitled to exercise the Management Rights without first bargaining with the Union over the decision or adverse effects thereof.

Except as set forth in this Article V, the League and the Union shall bargain in good faith over any adverse effects of the exercise of Management Rights. The parties agree to meet at reasonable times and reasonable locations and shall make reasonable efforts to resolve any issue governed by this Article prior to declaring any impasse.

Should the parties reach impasse after face-to-face bargaining or teleconference sessions have concluded in good faith, the Union will not engage in a work stoppage or strike and the terms and conditions of Section 6.1 of Article VI, shall apply to any impasse over adverse effects.

ARTICLE VI NO STRIKE, NO LOCKOUT

Section 6.1. No Strike. The Union will not authorize, encourage, condone or engage in any strike, work stoppage or slowdown against the League or any Team during the term of this CBA. Nor will the Union authorize, encourage, or condone any Player to decline to play or practice or fulfill his obligations under his SPC or this CBA, or to participate in any strike, work stoppage, or slowdown individually or in concert or encourage any other Player to do so. The Union will not condone or support action by a Player that violates this Section 6.1. The Union shall exert reasonable efforts to encourage a Player to cease conduct or activities that are in violation of this Section 6.1. A Player found to be in violation of this section may be subject to termination.

Section 6.2. No Lockout. The League shall not engage in any lockout during the term of this CBA.

Section 6.3. Breaches By the League And Union. Enforcement and damage actions for alleged breaches of Section 6.1. (No Strike) by the Union and of Section 6.2. (No Lockout) by AF1 may be brought in any district court of the United States with jurisdiction over the Union and AF1, but not by any grievance or arbitration procedure in this CBA or the SPC.

ARTICLE VII PLAYER-AGENTS AND AGENT CERTIFICATION:

Section 7.1. A Player may always represent himself with regards to negotiating and signing an AF1 SPC. No one other than the Player or his AFLPU Certified Agent may represent a Player in negotiating or signing his AF1 SPC. A Player, if he so desires, may designate an agent to assist and/or represent him in negotiating an AFL SPC, provided that, if the Union develops and implements an agent certification program, the agent is certified by the Union as authorized to act as a Player Agent for such purposes. Players negotiating to transfer out of the AFL may designate an agent as permitted by the League they are transferring to.

Section 7.2. If the Union develops and implements an agent certification program, the Union shall provide the AFL with a comprehensive list of the certified Player Agents who Players have designated to act on their behalf for the purposes set forth in this Article VII. The Union shall provide the League with the official agent certification procedures. Changes to the official agent certification procedures shall be provided to the League within forty-eight (48) hours of implementation by the Union.

Section 7.3. If, pursuant to Section 7.2, the Union notifies the AFL that a Player has designated a certified Player Agent to act on his behalf for the purposes described in this Article VII, the AFL

must negotiate the items specified herein to be included in the Player's SPC with the designated Player Agent.

Section 7.4. The Union's agent-certification program shall include a procedure for the AFL to file complaints with the Union regarding the conduct of certified Player Agents, so that the Union may investigate any complaint and provide a response to the AFL.

Section 7.5. The League shall provide the Union a copy of each executed SPC within forty-eight (48) hours of receipt by the League via facsimile, email, or certified mail.

ARTICLE VIII PLAYER OBLIGATIONS

Section 8.1. Player Duties. A Player shall perform his duties, obligations and responsibilities required of him as an AFL Player and promoter of arena football, the League, and the League's Teams, as set forth in this CBA and the SPC.

Section 8.2. Media Appearances. A Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with the League and the Team, separately and together, to be available for and participate in such news media photo sessions and interviews and other media appearances as may reasonably be required. The notice and scheduling restrictions of Section 8.3, below shall not apply to media appearances.

Section 8.3. Player Appearances. During each season, each Player shall attend (i) one (1) "meet the team" event for fans that includes substantially every Player assigned to the Player's Team and that is hosted by the Player's assigned Team; and (ii) one (1) "meet the team" event for sponsors that includes substantially every Player assigned to the Player's Team and that is hosted by the Player's assigned Team. Players shall not receive any additional compensation for participating in either event. Each Player shall not be required, but may agree to, make additional commercial or noncommercial appearances. This includes, without limitation, the right of the League and each Team to request the Player to provide a testimonial about or to endorse a product or service in connection with a Team or League sponsorship. For each additional appearance that a Player agrees to make, the Player's assigned Team shall pay, at a minimum, the greater of \$100.00 or \$50.00 per hour, unless the Player agrees to waive the fee in writing. No Team shall pay more than \$25,000.00 per season, collectively, in Player appearance fees.

The League or Team will provide each Player at least five (5) days' advanced notice of such appearances, including the times and duration of the appearances. Teams shall provide a meal to Players for at such appearances longer than one (1) hour in total length. Promotional appearances may include, but are not be limited to, youth organizational visits, award shows, public service or charitable or other community service events, projects and programs; skills shows, talks, speeches, autograph signings, clinics, or hospitality or promotional events involving or relating to the Player's Team or the League. A Team or the League may sell tickets to AFL games at promotional appearances. No promotional appearances shall be scheduled during a Player's day off, including days off during Bye Weeks, unless the Player consents. No Player shall be required to make more than two (2) promotional appearances in a year.

ARTICLE IX MEDICAL EXAMINATIONS

Section 9.1 Medical Examinations. (i) Any determination as to fitness to play arena football (including whether the Player is, in fact, unfit and/or disabled/unable to perform, and whether such condition is by reason of an injury sustained during the course of his employment as an AFL player) shall be made by doctors of the League or the Player's Team. If the Player wishes to contest the determination of the League or Team doctor, he must be examined by his own doctor within seven (7) days of that determination. Should the doctor for the Player disagree with the determination of the doctor for the League or his Team, a written report appropriately describing such disagreement and the findings of the Player's doctor shall be served upon the League and his Team within forty-eight (48) hours after the Player's doctor examines the Player. In the event the doctor for the Player and the doctor for the League or Team do not reach agreement as to the relevant medical issue(s) within seventy-two (72) hours thereafter, the relevant medical issue(s) shall be conclusively resolved by the Independent Physician mutually designated by the AFL and the Union in the home city of the Team to which the Player is assigned. Each season, the AFL and the Union shall mutually designate the Independent Physician in the home city of each Team as early in the regular season as practicably possible.

(ii) Except as otherwise set forth in this Section 9.1(ii), if the Player fails to appear for a medical examination scheduled by his Team or the League and of which he had clear notice, he may not assert that, prior to such scheduled exam, he was unfit to play arena football due to an injury sustained during his employment as an AFL player. In the event the Player has a demonstrable short-term medical or family emergency that prevents him from attending this examination, the Player must give the AFL prompt notice of such emergency, in which event the Player's examination will be delayed, provided that in no event may the Player's examination be delayed by more than one week.

(iii) If the Player has acknowledged participating in, or is held to have participated in, hazardous activities and/or athletic sports during a time period relevant to his injury, it shall be the Player's burden to prove that such prohibited activity did not cause or contribute to the disabling injury.

(iv) If the League's or the Player's Team's doctor recommends treatment for the Player for a football-related injury, the Player shall be entitled to request and receive a 2nd opinion at the Player's expense, as to the advisability of such treatment. Should the opinion of the Team Physician and the opinion of the Player's Physician disagree as to the appropriate course of treatment, the dispute shall be resolved by the Independent Physician to be paid for equally by the Player and the Team. The Player shall be in breach of this CBA if he fails to promptly to submit to treatment recommended hereunder by the League or Team doctor or, if applicable, the Independent Physician. If the opinion of the Player's Physician and/or the Independent Physician differ from the Team's Physician, the Team shall be responsible for the expense of the office visit (but not any testing already provided by the Team and or the Team Physician unless inconclusive or not readable) the Player incurred in obtaining the 2nd opinion of their Physician and the opinion of the Independent Physician. The Player, his Physician and the Independent Physician shall be provided with the Players Medical Records and all medical test results within 48 hours of request by the Player, his Physician or the Independent Physician or the time permitted for the 2nd Option or Independent Opinion shall be extended by the amount of days

that the records are delayed by the Team or the Team Physician. The Team and Player shall be bound by the medical determination of the Independent Physician and the Team shall be responsible for the treatment and all medically related expenses incurred by the Player for the course of treatment and resolution of the Football related injury.

(v) Independent Physician examinations, if any, are to be conducted as expeditiously as possible, with a written report to follow immediately. The parties recognize the need to expedite this process and will cooperate to that end. The Independent Physician is authorized only to make medical determinations.

ARTICLE X COMPENSATION AND EXPENSES

Section 10.1. Team Salary Cap. The total amount of game salaries per season shall be no less than \$340,000.00 per Team and no more than \$438,480.00 per Team with a fourteen (14) game season (including regular season games and playoff games) and \$388,576.00 per Team and no more than \$501,120.00 per Team with a sixteen (16) game season (including regular season games and playoff games).

Section 10.2. Game Salary. For performances of a Player's services, the League will pay to a Player on the Assigned List of his assigned Team a per game salary depending on the Player's status as a Veteran or Rookie (less all applicable taxes and other amounts lawfully required or which the League may withhold). A Player shall be deemed a Veteran after he has been on a Team's Assigned List or Injured Reserve List for five (5) or more games, and was continuously employed by the AFL during that period. A Player who is on a Team's Assigned List at the end of an AFL Season but who has not met the qualifications to be deemed a Veteran shall be entitled to negotiate their next SPC at the Veteran rate for the next AFL Season if he re-signs with his current Team and he shall be deemed a Veteran thereafter irrespective of how many AFL games he plays or the number of weeks he is employed by AF1.

Veteran Compensation Range	Min. \$1,100 – Max. \$1,455 /game
Rookie Compensation Range	Min. \$650 – Max. \$1,000 /game

If the number of active AFL teams scheduled to play at the beginning of the 2019 season or the first season thereafter that the number of active AFL teams equals or exceeds 6 teams, then for such season, the above game salaries shall be increased by 5% (with such increased amount continuing thereafter).

If the number of active AFL teams scheduled to play at the beginning of the 2019 season or the first season thereafter that the number of active AFL teams equals or exceeds 8 teams, then for such season, the game salaries shall be increased by 7% instead of the base amount or any prior 5% increased amount (with such increased amount continuing thereafter). If such season is also the first season the number of active AFL teams equals or exceeds 6 teams, only the 7% increase shall apply.

10.3. Training Camp. During Training Camp, as set forth in Article XV, Section 15.1, each Player (whether Rookie or Veteran) shall be provided three (3) meals per day and housing by the Teams at no expense to the Players and paid \$350.00 per week (of Training Camp, provided that the Players owed Training Camp compensation shall be paid at the end of each week of Training

Camp. The Parties agree that to the extent Training Camp lasts for less than one week, the Players shall be paid on a pro-rated basis.

Section 10.4. Severance. The AFL shall pay eligible Players a severance consistent with the terms and conditions of this Section 10.4. A Player shall be eligible to earn severance credits only if he: (1) plays on a Team's Active Roster during the season; and (2) passes an exit physical examination conducted by the applicable Team doctor. An eligible Player shall earn severance only for weeks that he plays on a Team's Active Roster and shall not earn severance credits for any weeks that he is on Injured Reserve, receiving a Late-Season Injury Payment, during bye weeks, or during the Arena Bowl.

Severance payments shall be calculated and paid to eligible Players as follows:

An Active Rookie shall earn severance credits at the rate of thirty-five percent (35%) of his weekly game salary as set forth in the Player's SPC for each week that the Player is included on a Team's Active Roster.

An Active Veteran shall earn severance credits at the rate of forty-five percent (45%) of his weekly game salary as set forth in the Player's SPC for each week that the Player is included on a Team's Active Roster.

Severance payments shall be made in four equal monthly payments to each eligible Player after the Player passes his final exit physical examination of the season, provided that (1) the AFL may waive the exit physical examination requirement at its sole discretion, and (2) all payments shall be made by December 31 of the year of the season during which the Player separates from employment with the AFL; and (3) the AFL may accelerate severance payments to eligible Players at any time prior to December 31 of the year of the season during which the Player separates from employment with the AFL. If a Player has not cleared his exit physical by December 31 but has otherwise qualified for severance, the Player shall be paid any remaining severance owed not later than that date.

Section 10.5. Arena Bowl Extra Practice Week. If there are two (2) full weeks between the last semi-final playoff game and the Arena Bowl, each Player on the Assigned List of either of the two (2) Teams scheduled to play in the Arena Bowl and who is required to practice during the first week of practice shall be paid \$350.00. Each Player otherwise required to practice who is on Injured Reserve and is undergoing rehabilitation in his assigned Team's home city shall be paid \$100.00, rather than \$350.00, during the first week of practice.

10.6. Housing. Beginning seven (7) days prior to each Team's first game of the season, Teams shall offer housing to Players on the Assigned List in accordance with the Housing Guidelines set forth in this Section 10.6 of Article X. Players are not required to live in or rent Team-provided housing during the regular season or playoffs.

During the Team's season, if a Player, at his option, elects to utilize Team-provided housing, the Team and the Player shall abide by the following guidelines:

- (i) A Player shall pay his assigned Team the amount of \$150.00 per week in rent for living in Team-provided housing. All rental payments shall be deducted from the

Player's salary with the sole exception of players who are on Injured Reserve or are receiving workers' compensation benefits who shall pay to his assigned Team the amount of \$150.00 per week in rent to remain in Team-provided housing. The Union and Players authorize and agree that the League shall have the unilateral right to deduct rental payments from Players' salaries without any further authorization or bargaining obligations. No Player shall be required to pay rent to his assigned Team to remain in Team-provided housing during any bye weeks. If there are two (2) full weeks between the last semi-final playoff game and the Arena Bowl, each Player assigned to either of the two (2) Teams scheduled to play in the Arena Bowl shall not be charged rent for living in Team-provided housing during only the first week of the two-week period. The Teams will prepare and utilize a legal housing rental agreement and provide it to the Union. The Teams shall forward copies of all legal housing rental agreements executed by Players to the Union.

- (ii) Team-provided housing includes basic furniture and basic utilities (electric, gas and water) for the price set forth in Section 10.6(i), subject to the conditions in this Section 10.6(ii). If the Player's monthly utility charge exceeds twenty percent (20%) of the average for similar units, the Player shall first be provided a written warning of excess utility usage. Thereafter, the Player shall be responsible for subsequent monthly utility charges exceeding twenty percent (20%) of the average for similar units. The Player shall make the weekly rental payments set forth in this Section 10.6(ii) during regular season game weeks and bye weeks.
- (iii) Each Player must pass applicable security and background checks required by Property Management.
- (iv) Each Player shall be liable for any damage to the housing unit and housing complex caused by Player beyond reasonable wear and tear. Player agrees that the expense of any damage caused by Player may be deducted from Player's final paycheck for that season. Each Player shall be provided a move-in checklist and a move-out checklist with an opportunity to promptly correct any deficiencies before their move-out date to avoid deduction from their final paycheck for such deficiencies.
- (v) Each Player utilizing housing shall execute a rental agreement and any accompanying documents furnished to the League by the Team. Any deliberate falsification any of these documents or any scheme to avoid payment of the required rent shall be the basis for League discipline of the Team and/or the Player.
- (vi) Each Player shall authorize, in writing, a deduction from his paycheck for the rent specified in Section 10.6(i) to be remitted to his assigned Team.
- (vii) Within seven (7) days after the end of the season, or after a Player ceases to be on the Assigned List, Injured Reserve List of a Team, the Team and the Player shall end the housing relationship and Player shall vacate the housing by 5:00 p.m. local time on the seventh day. The Player shall make payment arrangements satisfactory to the Team for payment of rent for any such period. Teams may not enter a Player's Team housing unit OR remove a Player's possessions from Team housing without

at least twenty-four (24) hours' notice, even if the seven (7) day period described in this Section 10.6(vii) has ended.

- (viii) The Team and each Player on Injured Reserve may continue the housing arrangement during the post season until the Player is removed from Injured Reserve.
- (ix) In addition to civil liability, a Player who fails to timely vacate housing shall be subject to League suspension.
- (x) A Player shall have no fewer than seven (7) days to vacate Team-provided housing after receiving a proper request from the League or the Team to vacate. The League or the Team may require each Player to vacate within seven (7) days of receiving the request to vacate. Each Player shall be responsible for payment of pro-rated rent for the seven (7) days or for any other days of holdover if the Player has not already paid rent for those days. The Player shall be reimbursed for any pro-rated rent already paid or withheld by the League. The League shall reimburse any rent due the Player within seven (7) days of the Player completing the move-out checklist and vacating the premises. Each Player shall leave the housing unit in "like received" or "move in" condition as the Player received the housing unit with allowance for reasonable wear and tear.

Section 10.7. *Per Diem Allowance:* The AFL shall provide each Player a per diem in the amount of \$40.00 for four (4) game or practice days per week (but not travel days) during the regular season and the post-season, including the week immediately preceding the first regular season game. For any Player on Injured Reserve, payment of the \$40.00 per diem shall cease at the lesser of (i) 8 weeks, (ii) until cleared to return to their duties as an AFL Player and/or reassigned or (iii) or until workers compensation carrier coverage begins. The AFL shall provide each Player a per diem in the amount of \$50.00 for each full or partial day of travel by that player during the regular season and the post-season.

Section 10.8. *Direct Deposit:* Players may elect to have paychecks directly deposited into a checking account. There will be a monthly window for election (or termination) of direct deposit.

Section 10.9. *Health Benefits.* The AFL will provide health care benefits to all Players during the season consistent with the Minimum Essential Coverage provided by the AFL to AFLPU via email on December 19, 2017, with the AFL covering the amount of the monthly single or family premium, as selected by the Player. Each Player shall be eligible to enroll in healthcare (1) after completion of Training Camp, upon executing and delivering an SPC and passing an entrance medical examination, or (2) during the AFL season upon executing and delivering an SPC and passing an entrance medical examination, as applicable. Each Player shall be afforded health care benefits from the date of enrollment through the end of the month in which his employment with the AFL is terminated. Any Player on a Team roster the last week of that Team's AFL season may elect to continue his monthly health care benefits under COBRA during the off-season by either (i) paying the monthly health care premium or (ii) having his monthly health care premium deducted from his monthly severance payment, if any, through the end of the applicable calendar year with the Player paying any remaining monthly healthcare premium.

ARTICLE XI TRAVEL AND GAME TICKETS

Section 11.1. Mode of Transportation. Teams shall travel on regular commercial air carriers when the distance exceeds four-hundred (400) miles one-way. Whether a trip exceeds four-hundred (400) miles is to be measured by the distance between the airports of the departure city and the destination city, with a thirty (30) mile allowable variance.

Section 11.2. Hotel Accommodations. On domestic overnight travel to AFL regular and post-season games, Players shall be lodged in a hotel with a minimum 3-star rating by www.Hotels.com, or other similar rating site, with no more than two (2) players per standard hotel room. For other travel, Players may be lodged in other than standard hotels (e.g., apartments) provided there are no more than two (2) Players per bedroom and the Team and/or League, as applicable, has made a good-faith effort to secure accommodations comparable in comfort to the hotels utilized during the AFL regular season.

Section 11.3 Game Tickets and Parking. For each regular season AFL game, the home Team shall make four (4) complimentary game tickets available to each home Team Player and fifty (50) tickets available to the visiting Team to be distributed among the visiting Team's Players. The AFLPU may request up to four (4) tickets to AFL regular season home games from any one Team, which will be provided if available. AFLPU will receive four (4) All-Access passes each week. AFLPU will not interfere with pre-game warmups or drills, and will not be on the field during pre-game warmups or drills or within 1 hour of game start time, during halftime, or within one (1) minute after the end of the game. AFLPU will not have access to locker rooms, bench or other Team areas prior to the game, during halftime, or within 45 minutes of the end of the game. AFLPU shall have reasonable access to "VIP" sections at field level similar to access AFL provided in prior seasons. If available, the League shall provide the AFLPU one (1) Parking pass per week during the AFL season.

ARTICLE XII DRUG TESTING

Section 12.1. Drug Testing. Drug testing may be done in accordance with the laws of the state of a Player's assigned Team.

ARTICLE XIII TRADES

Section 13.1. If a Player is traded to another Team, the receiving Team is responsible for providing the Player transportation to its home city. If Player elects to drive his own vehicle, then the receiving Team shall reimburse the Player for the following travel expenses: meals; lodging; and mileage at the mileage rate approved by the Internal Revenue Service. Each eligible Player shall be reimbursed for covered travel expenses within five (5) days of submitting his receipts or expense verification. Each Team's obligation to pay travel expenses under this Section 13.1 shall be limited to a maximum of \$500.00. A Player shall not be traded fewer than

forty-eight (48) hours before the scheduled kick-off of either the trading or receiving Team's next game.

If the Player fails to report to the receiving Team, pass an entrance physical, and make himself available for practice and play, the trade shall be revoked and the trading Team shall reimburse the receiving Team for any transportation costs, and the Player shall be subject to League Suspension; however, the Player will not be suspended if the trade was revoked because the Player failed the entrance physical examination. If the trade was revoked because the Player failed the entrance physical examination, then the trading Team shall reimburse the Player for return transportation costs covered by this Section 13.1, the trade shall be voided, and the Player shall be placed on Injured Reserve.

Section 13.2. A Player may delay the start or suspend the terms of his SPC by giving one week's written notice to the AFL Director of Football Operations if the Player signs a contract to play for a team in the National Football League ("NFL") or Canadian Football League ("CFL"). Once the Player is no longer under contract with either the NFL or CFL, his SPC will go back into effect on the date that he reports to his assigned Team and passes an AFL entrance physical examination.

Section 13.3. If the Player is invited to participate in an NFL or CFL preseason training camp before or after the start of his SPC, he may suspend his SPC by giving written notice to the AFL Director of Football Operations. The Player's SPC will be tolled during this period.

Section 13.4. If the Player delays the start and/or suspends the term of his SPC after week 1 of AFL season, all rights and obligations of the Player and the League under his SPC become void upon written notification of the suspension to the AFL Director of Football Operations. The Player's SPC will be tolled during this period and will re-commence on the date he reports to his assigned Team and passes an AFL entrance physical examination.

Section 13.5. Notwithstanding any term or condition in this Article, a Player may not suspend or toll his SPC to participate in a pre-season training camp of the CFL or sign a contract with the CFL after June 18 of the AFL season. If a Player violates this provision, then the Player may be suspended for the rest of that AFL season and for all of the next AFL Season.

Section 13.6. Notwithstanding Section 13.7 of this Article, any transfer, assignment, or sale of the AFL's rights to the Player's services, whether before or after termination of the Player's SPC, shall be made only in accordance with all applicable rules and regulations of the NFL or CFL or other league, as the case may be, provided that (1) such rules and regulations do not conflict with the this CBA or state or federal law; and (2) upon termination of a Player's SPC, he shall be free to sign a contract with any professional football team or league without the AFL or any Team requiring the signing team or league to pay training compensation, a transfer fee, or any compensation, penalty, restriction, or equalization obligation of any kind to the AFL or any Team.

Section. 13.7. The AFL may not transfer the rights to a Player to another league without the Player's consent. A Player shall be entitled to receive from the AFL no less than fifty percent (50%) of any consideration received by the AFL for the transfer of the Player's services to a team or league outside of the AFL.

ARTICLE XIV
INJURED RESERVE AND LATE-SEASON INJURY PAYMENT

Section 14.1. Injured Reserve. (a) Any Player who sustains an injury that prevents him from performing his duties as an AFL Player for more than four (4) consecutive weeks shall automatically be placed on Injured Reserve.

(b) Players placed on Injured Reserve will receive payment of two-thirds (2/3) of their salary for the lesser of (x) 8 weeks, (y) until cleared to return to the Active Roster and/or Reassigned, or (z) until workers' compensation carrier coverage begins. If the carrier's workers' compensation payment is less than two-thirds (2/3) of the Player's salary, for any workers' compensation payments made after the date the Player is placed on Injured Reserve and before the date 8 weeks after being placed on Injured Reserve. The League will pay the difference between the workers' compensation amount and two-thirds (2/3) of the player's salary for up to a maximum total of 8 weeks, including any weeks that occur during the offseason. For avoidance of doubt, Injured Reserve payments described herein will continue in the offseason solely where (1) the player has been placed on Injured Reserve following four (4) consecutive weeks of injury during the regular season in accordance with Section 14.1(a) of this Article; (2) the player has completed an exit physical as directed by the Team Doctor; and (3) the player complies with all rehabilitation and treatment as directed by the Team Doctor or a licensed medical physician. In the event the Player refuses to comply with an exit physical (the procedure for which is set forth in Paragraph 7 of the Standard Player Contract) or passes his exit physical, the League's obligation to make any payments under this Article will terminate. In order to be entitled to any Injured Reserve payment, the Player must provide evidence of having filed an active workers' compensation claim in the state in which the Player's team is located. In no event shall a Player be entitled to both an Injured Reserve Payment as set forth in this Section and a Late-Season Injury Payment as set forth in Section 14.2 of this Article.

(c) After an injured Player receives up to 8 weeks of his Injured Reserve compensation as provided for above in paragraph (b) of this Section 14.1, then recovery for any work-related injuries sustained as a Player for the AFL shall be determined by the applicable workers' compensation laws of the state of the Player's assigned Team and paid by the appropriate League insurance carrier.

(d) Players placed on Injured Reserve cannot be reactivated until the next season, except that each Team shall be entitled to reactivate three (3) Players from Injured Reserve each season.

(e) Players who are on Injured Reserve may be placed on reassignment prior to the end of the season as long as the Player can pass an exit physical by a licensed medical physician. A Player who is placed on reassignment from Injured Reserve is subject to the normal claim procedures, and may sign with any Team (including the Team that placed him on reassignment) if not claimed. In the first half of the AFL season, a player placed on Injured Reserve must remain on Injured Reserve for a minimum of four (4) weeks before being reassigned. No Team is required to reactivate any Players on Injured Reserve before requesting reassignment. The AFL or the Player's assigned Team may place the Player on reassignment or recallable reassignment at any time between 5:00 p.m. C.S.T. on the Thursday before the Team's next game and the completion of that game (the "Restricted Period"), as long as the AFL pays the reassigned Player reassignment compensating totaling \$600.00 (gross) in lieu of a game salary (and that Player

does not otherwise receive a game salary). The Restricted Period does not alter or diminish the right of the League or any Team to place any Player on reassignment or recallable reassignment outside of the Restricted Period. If a Player is placed on recallable reassignment and vacates Team-provided housing within seventy-two (72) hours, the League shall not withhold rent, as otherwise set forth in Section 10.6 of Article X, from the Player's \$600.00 reassignment compensation. If a Player is placed on recallable reassignment and does not vacate Team-provided housing within seventy-two (72) hours, the League shall withhold rent in the amount of \$150.00, as set forth in Section 10.6 of Article X, from the Player's \$600.00 reassignment compensation. No Player may remain in Team-provided housing for more than seven (7) days after being placed on recallable reassignment.

14.2. Late-Season Injury Payment. (a) The League shall pay Players the difference between any workers' compensation payments (as set forth in Article XXI of this Agreement) and two-thirds of a Player's salary for up to four weeks if (1) the Player sustains an injury in the last four weeks of the season, which, had the injury occurred earlier in the season, would have prevented the Player from performing his duties as an AFL Player for more than four consecutive weeks; and (2) the Player does not otherwise qualify for Injured Reserve as set forth in Article XIV of this Agreement. In no event shall a Player be entitled to both a Late-Season Injury Payment as set forth in this Section and an Injured Reserve Payment as set forth in Section 14.1 of this Article.

(b) The determination of a Player's eligibility for the Late-Season Injury Payment set forth in this Article shall be made by the Team doctor, subject to the Player's right to seek a second opinion under Article IX of this Agreement. In the event the Player refuses to comply with an exit physical (the procedure for which is set forth in Paragraph 7 of the Standard Player Contract) or passes his exit physical, the League's obligation to make any payments under this Article will terminate.

14.3. Release of Claims, Withholdings and Deductions, and Timing of Payments. (a) Any Player receiving a Late-Season Injury Payment or Injured Reserve payment must first sign a release of claims, and the payment will be subject to applicable deductions and withholdings.

(b) The League shall make any Late-Season Injury Payments or Injured Reserve payments in the next pay period following the injury and determination that the player qualifies for Late-Season payments or Injured Reserve payments, respectively. As incorporated in the SPC, the League is hereby authorized to deduct any Late-Season or Injured Reserve payments paid in excess of the shortfall between any workers' compensation payments and two-thirds of the players' salary from any salary, bonus payments, severance pay, or termination pay otherwise owed by the League, which the League is unable to recover from the applicable workers' compensation carrier.

ARTICLE XV LEAGUE SCHEDULE AND OTHER LEAGUE SCHEDULES

Section 15.1. Pre-Season Training Camp. During the twenty-one (21) days prior to each Team's first game of the AFL regular season, there shall be a Training Camp lasting fourteen (14) days, followed by seven (7) days of practice. In no event shall Training Camp be longer than 21 days. Training camp shall conclude with the final roster cuts, as set forth in Article XVIII, Section 18.3.

Section 15.2. Number of Games. The League shall have the right to unilaterally increase or decrease the number of regular season and playoff games without any further bargaining obligations, provided that unless the League and Union agree otherwise, each Team shall not play more than sixteen (16) regular season games and no more than two (2) regular season bye weeks and one (1) post-season Arena Bowl Extra Practice bye week. If the AFL determines that additional bye weeks are needed, the Players shall be paid as if a game occurred during each additional bye week. The AFL will not schedule Players for two (2) games in any five-day (5) period unless scheduling or playoff date conflicts make such separation impractical. No Team shall hold more than a combined total of two (2) pre-season games or inter-squad scrimmages in any one season. During a pre-season scrimmage no more than 75 offensive plays per team shall be run for a total of 150 plays per pre-season scrimmage. Pre-season games shall not be longer than regular season games and will utilize the same overtime procedure as used for 2018 regular season games.

Section 15.3. AF1 Discretion Except as provided herein, AF1 has the right in its sole discretion to schedule games in the AF1 season and playoffs, to relocate and reschedule games as reasonable and necessary without any further bargaining obligations, and to require AF1 Players to play in scheduled games, whether domestic or international.

ARTICLE XVI PLAYER'S RIGHT TO TERMINATE

Section 16.1. Default. A Player may terminate his SPC upon providing ten (10) business days' written notice to the AFL and the Union if: (i) the AFL defaults in its obligation to pay the Player's salary set forth in accordance with this Agreement and his SPC or fails to perform any other material obligation under this Agreement or his SPC, and (ii) the AFL fails to remedy such default within five (5) business days or give notice of intent to arbitrate within seven (7) business days of receiving notice of default from the Player. If the AFL disputes a Player's assertion that it is in default of its obligations under the Agreement or the Player's SPC, or that it has otherwise failed to perform any material obligation thereunder, and an arbitrator subsequently determines under the grievance procedures in Article XX of this Agreement that a default of the Player's SPC has occurred, the AFL shall have five (5) business days from the date of the arbitrator's finding to remedy the default. While a grievance concerning the existence of a default is pending, the Player's SPC shall remain in effect unless terminated by the League.

ARTICLE XVII STANDARD PLAYER CONTRACT

Section 17.1. Standard Player Contract. All Players must execute and comply with the terms of the SPC attached and incorporated herein as Exhibit 1 and signed by and submitted to them by AF1. Signed copies shall be provided to the Union. AF1 shall provide each Player or his Agent with a signed copy of his SPC.

Section 17.2. Effect of Termination of SPC. SPCs are not guaranteed and may be terminated by the League at any time, provided that termination will not deprive the player of any bonus to which he would otherwise be entitled under the terms of this Agreement.

ARTICLE XVIII ROSTERS

Sections 18.1. Roster Size. Each Team's Assigned List shall not exceed twenty-four (24) Players. For each game, the Team shall maintain an Active Roster of twenty-four (24) Active Players.

Section 18.2 Preseason Roster Size: Teams shall have not more than 35 players on the Pre-Season Roster.

Section 18.3 Preseason Cuts: Each Team shall have not more than 28 players as of 3:00 pm local time fourteen (14) days before the first game of the Team's Regular Season. Teams shall make final Roster cuts to not more than 24 Players by 3:00 pm seven (7) days before the first game of the Team's Regular Season. Training Camp shall not exceed eighteen (18) days in length and shall end on the date when final roster cuts are made as provided in this Section.

Section 18.4 Preseason Training Camp: The first day of pre season Training Camp shall be limited to physical examinations, meetings, and classroom instruction; no on-field activities other than light running and conditioning shall be permitted. No contact shall be permitted and no pads shall be worn during the second and third days of pre season Training Camp. After the third day, two-a-day practices shall be permitted, subject to the following rules: (i) Players may be on the field for no more than five (5) hours per day; (ii) Players may participate in no more than one (1) padded practice per day, which shall consist of no more than three (3) hours of on-field activities; (iii) Players are entitled to at least one break lasting two (2) hours after practice; and (iv) the second practice on the same day may last for a maximum of the remaining available on-field time but shall be limited to "walk-through" instruction (i.e., no helmets, full speed pre-snap, and walking pace after the snap). Players shall be given one full rest day from practice between the sixth and fourteenth day of Training Camp, provided that the Players may be required to attend Team meetings between 7:00 a.m. and 11:59 a.m. on the rest day. The Team, in its discretion, may select the date of the rest day. The three (3) hour limit on padded practices begins once position coaches begin coaching Players on the field. The definition of a "padded practice" under this Article is the same definition as that used for regular season practices in Article XVIII, Section 18.5 of this Agreement. If a Team begins a padded practice that is cancelled within one hour for reasons beyond the Team's control, that practice shall not count as a padded practice under this Article, including but not limited to Article XVIII, Section 18.5.

(A) Notwithstanding the foregoing or any term or condition in Article XVIII, it shall not be a violation of any provision of the Agreement regarding prohibitions or limitations on wearing helmets or shoulder pads, nor shall it constitute a "padded practice" if: (i) quarterbacks, kickers, punters and/or long-sappers only wear helmets or shoulder pads during practice at their option; (ii) a Player who sustained a head injury is directed by the Team physician to wear a helmet as a precautionary measure at all practices; or (iii) the quarterback or defensive Player who receives signals from the coaching staff via helmet communications, if any, wears a helmet during the period in which helmets are used for such communication.

Section 18.5. Padded Practice. For the purpose of Article 18, a "padded practice" shall be defined as a practice in which Players are required to wear helmets, shoulder pads, pants, and hip

and leg pads, in addition to any other equipment required by the Team, subject to the exceptions set forth in Article XVIII, Section 18.4 (A).

Section 18.6. Regular and Post Season Practice. There shall be no more than two “padded practices” on the same week during the regular or post season. The Team may choose the days of the week on which practices shall be held.

Section 18.7. Bye Weeks. Each Player shall be given regular season bye weeks off, and will report back by 7:00 p.m. local time on the Sunday immediately after the bye week or at a later time authorized by the League or Team (but in any event no later than five (5) days prior to the next game). Any injured Player may be required to undergo medical or rehabilitation treatment during the bye week, provided that such treatment is deemed reasonably necessary by the Team physician. An injured Player’s request for leave during the bye week shall not be unreasonably denied.

Section 18.8. Preseason Games or Scrimmages. Each Team shall not hold more than one (1) unpaid preseason game from the start of Training Camp through the first regular season game.

Section 18.9. Arena Bowl Extra Practice Week. Each Player assigned to either of the two (2) Teams scheduled to play in the Arena Bowl shall be required to practice at his Team’s request during the week(s) between the semi-final playoff games and the Arena Bowl.

ARTICLE XIX DISCIPLINE RULES AND REGULATIONS

Section 19.1. Discipline for Just Cause.

(i) Discipline: Either the League or a Team may impose discipline upon a Player, for just cause, in accordance with the Schedule of League Fines attached as Exhibit 2. Fines of \$100.00 or more and suspensions shall be subject to the Grievance and Arbitration provisions of Article XX of this Agreement. Fines of less than \$100.00 shall not be subject to the Grievance and Arbitration provisions of Article XX. In addition to the terms set forth in the SPC and the Schedule of League Fines, any Player who executes an SPC, reports to his Team’s market, submits to an AFL entrance physical examination, and then participates in an unauthorized league, in violation of his SPC and this Agreement, shall be: (i) subject to a one (1) game suspension; (ii) assessed a fine of thirty-percent (30%) of his salary for the first week following reinstatement in the AFL (as withheld from his paycheck); and (iii) subject to a thirty-percent (30%) reduction in housing rent during the same week that his compensation is reduced. Any Player who is fined less than \$101.00 for an infraction shall receive an initial written warning and his fine shall be delayed if, under the League Penalty Schedule, the infraction does not call for a suspension of one (1) or more games. No Player shall be required to pay a delayed fine unless and until he is subject to additional discipline during the same season that the delayed fine is levied against him. Delayed fines of less than \$100.00 shall not be subject to the Grievance and Arbitration provisions of Article XX of this Agreement. Delayed fines of \$100.00 or more shall be subject to the Grievance and Arbitration provisions of Article XX of this Agreement. Delayed fines shall not be aggregated with any other fines for purposes of deciding whether they are grievable or arbitrable pursuant to Article XX of this

Agreement.

(ii) Non-Duplicative: While both the Team and the League may have authority to penalize a Player for misconduct, in the event that both the Team and the League impose discipline for the same conduct, only League-imposed discipline shall be binding.

Section 19.2. Right to Representation. A Player has a right to have a Union Representative present during an investigatory interview if the Player reasonably believes that the interview could result in disciplinary action being taken against him. The League will provide the Union with advanced written notice of investigatory interviews via email with return receipt or United States Postal Service certified mail.

ARTICLE XX GRIEVANCES AND ARBITRATION

Section 20.1. Definitions. A “Grievance” is any dispute between the Union and the AFL or between a Player and the AFL arising under this CBA not otherwise excluded from the Grievance procedure, arising after the effective date of this CBA and during this term only, and involving interpretation or application of, or compliance with, this Agreement including the SPC. All Grievances shall be resolved exclusively in accordance with the procedure set forth in this Article XX, except where otherwise provided in this Agreement.

Section 20.2. Initiation. A Grievance may be initiated only by the AFL, a Player, or the Union. A Grievance must be initiated within thirty (30) days from the date of the occurrence or non-occurrence of the event upon which the Grievance is based, or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the initiating party, whichever is later.

Section 20.3. Filing. The AFL, a Player, or the Union may initiate a Grievance by providing notice by email with return receipt or certified mail effective when delivered, refused, or unclaimed, or verified hand delivery to the other party(ies). The notice shall set forth the specifics of the alleged action or inaction giving rise to the Grievance and reference the provision of this Agreement or SPC allegedly breached, and briefly explain the basis for the challenge, although a Party shall not be precluded from later asserting, and the Arbitrator shall not be precluded from finding, that a different provision in the Agreement or SPC was breached, or that an award should issue for a reason not asserted earlier. The Party served with a Grievance will Answer by certified mail (effective when delivered, refused, or unclaimed), or by verified hand delivery within ten (10) days of receipt. The Answer will admit or deny the facts alleged. If the Answer denies the Grievance, the specific grounds for denial will be set forth. The initiating and answering parties have the burden of proving that the required notice of the Grievance, or the Answer, was actually provided to the other party.

If the Grievance is not resolved by the Answer, the Union or AFL may, within ten (10) calendar days thereafter, elect to arbitrate the Grievance, by delivering a written notice of its intent to arbitrate by certified mail (effective when delivered, refused, or unclaimed), or by verified hand delivery with the other Party. At any arbitration hearing, either Party may, in good faith, raise arguments and facts not previously presented in the grievance or answer.

Section 20.4. Selection of Arbitrator: The Arbitrator will be selected from a standing Panel comprised of three (3) Arbitrators. The League and the Union shall utilize the procedures in Exhibit 5 “MREP Scheduling Procedure.” The Panel of Arbitrators shall remain as previously selected by the League and the Union, unless and until either Party removes a sitting Arbitrator according to the procedures described in this section. For the currently empty position on the panel, the League and the Union shall alternately strike a panel of seven (7) arbitrators jointly requested from the Federal Mediation and Conciliation by alternate striking of names. The parties will accept the remaining arbitrator for the Panel. For the first and third unfilled position, the Union shall make the first strike. For the second unfilled position, the League shall make the first strike. Matters will be assigned to the arbitrators on the Panel on a rotating basis, or according to their availability pursuant to MREP’s scheduling procedures.

The arbitrators on the Panel shall serve from year to year (October 1 through September 30), provided that between September 1 and September 15 of any year, either the League or the Union may discharge one or more of the arbitrators on the Panel by serving written notice to the arbitrator and the other party during such period.

Unfilled positions on the Panel caused by discharge of an arbitrator for any reason shall be filled in the same manner as for the initial selection of the Panel of Arbitrators.

Section 20.5. Hearing. The parties intend that witnesses appear at arbitration hearings and that hearings be held in-person, in the presence of the Arbitrator. Absent mutual agreement of the parties to the contrary, if the Union elects to arbitrate, the hearing will be held in New York, NY, and if the League elects to arbitrate, the hearing will be held in New York, NY. The record shall be closed at the end of the hearing unless the Arbitrator orders otherwise.

Section 20.6. Arbitrator’s Decision and Award. The Arbitrator will endeavor to issue a written decision within thirty (30) days from the close of the record. His/her decision will constitute full, final and complete disposition of the grievance, and is binding upon the Player(s) involved and Parties to this Agreement; provided, however, that the Arbitrator has no jurisdiction or authority to add to, subtract from, or alter the provisions of this Agreement or SPC. In resolving grievances, the Arbitrator has only the authority to interpret, apply and determine compliance with any provision of this Agreement or SPC. The Arbitrator has no authority to alter or modify the contractual relationship between a Player and the League, unless expressly provided in this Agreement.

Section 20.7. Time Limits. If a grievance is not processed or resolved in accordance with the prescribed time limits at any step, unless an extension of time has been mutually agreed to, the grieving Party, after notifying the other Party of its intent in writing, may proceed to the next step.

Section 20.8. Fees and Costs. Except as otherwise set forth in this Agreement, all costs of arbitration, including fees and expenses of the Arbitrator, will be shared equally by the parties, and each be responsible for their own costs and legal fees.

ARTICLE XXI

WORKERS COMPENSATION

Section 21.1. Worker Compensation. (a) The AFL agrees to procure workers' compensation insurance for each Player. In any state in which a team is located where workers' compensation coverage is not compulsory or where the AFL or the applicable AFL member Team is excluded from workers' compensation coverage in the state in which the Team is located, the AFL shall voluntarily obtain coverage under the workers' compensation laws of the state in which the Team is located or otherwise provide equivalent benefits to its Players regardless of any statutory exclusions from coverage for professional athletes or similar.

(b) Except as set forth in paragraph (b) of Section 14.1 (Injured Reserve), the Player's sole recourse regarding recovery for any injuries arising out or related to his performance of his services under the SPC as a Player for the AFL shall be determined by the applicable workers' compensation laws and under the applicable procedures of the state in which the Player's Team is located.

(c) Any issue regarding recovery for a work-related injury is the exclusive province of the applicable workers' compensation system and is not subject to the grievance and arbitration provisions of this Agreement. This does not bar a Player from seeking redress through the CBA's grievance and arbitration provisions for issues relating to his (up to 8 weeks of) Injured Reserve compensation provided for pursuant Article XIV.

Section 21.2. Indemnification. The League shall indemnify, defend, and hold the Union harmless from any claims, suits, judgments, attachments, and from any other form of liability, as a result of any lawsuit, claim or challenge by or on behalf of a Player with respect to forum shopping or this Article XXI. The League however shall not be required to pay for the Union's attorney fees or the cost of defense with respect to forum shopping or this Article XXI.

ARTICLE XXII COMPETITION GUIDELINES AND PLAYER HANDBOOK

Section 22.1. Competition Guidelines and Player Handbook. Each Player shall be bound by the provisions of the League's 2018 Operations Manual and 2018 Rule Book (the "Competition Guidelines and Player Handbook"). The League may exercise its management rights with respect to the Operations Manual and the 2018 or future Rule Book subject to the wages, hours, and working conditions in the CBA, except as modified by this Agreement. In the event of a conflict between these other documents and an express provision of this CBA, the express provisions of the CBA shall govern. A copy of the Competition Guidelines and Player Handbook, and all amendments thereto, shall be available at the League office for AF1 Players and the Union. Each time the League exercises its management right in Article V to amend the Competition Guidelines or the Player Handbook, it shall as soon as reasonably practical, distribute a copy of such amendment(s) to the Union and each Player.

Section 22.2. Agreement to Meet and Confer. AF1 and an advisory committee of 2-5 Players or Union Executives designated by the Union agree to meet (either in person or by telephone) at the end of each Season, after post-season Playoffs, to review the Competition Guidelines and Player Handbook to discuss suggested changes for the next Season. The League shall not be required to provide any financial, operational or other information or documentation in connection with such meetings, or take any action as a result thereof. The League shall not be

obligated to accept suggested changes by the Union, but will make an effort to hear and discuss the suggested changes.

ARTICLE XXIII PLAYING AND PRACTICE FACILITIES

Section 23.1. The parties agree that it is in their mutual interest that practice and game facilities, including but not limited to practice and playing surfaces, be safe and well-maintained. The League and its Teams shall make reasonable efforts to utilize practice and scrimmage facilities and will provide locker rooms equipped with showers and a training area for treatment with soap, ice, tape, and water. Outdoor practice shall be limited to grass athletic fields or facilities with a professionally installed field turf system. Teams that practice outdoors shall provide a minimum of ice, tape, water, and a treatment area to Players. Teams shall provide similar facilities and supplies for any scrimmage or game, including showers, ice, tape, and water. Teams shall provide a minimum of forty-five (45) minutes immediately before and after any scrimmage, practice, or a game so that Players can dress, undress, shower, and address any medical issues. If showers are not available at a practice or scrimmage facility, the Team will make reasonable alternative arrangements for showering within a reasonable time.

ARTICLE XXIV POST SEASON BONUSES

Section 24.1. Bonus. The AFL shall pay a bonus of \$100.00 to each Player assigned to the two Teams that advance to the Arena Bowl. The AFL shall pay an additional bonus of \$300.00 to each Player assigned to the Team that wins the Arena Bowl. At the end of each season, the AFL shall designate (1) eighteen (18) Players as All Arena Team members and pay each of them a bonus of \$50.00; and (2) at least six (6) Players as Players of the Year and pay each of them a bonus of \$100.00.

ARTICLE XXV NOTICES

Section 25.1. Language and Contact Information. AF1 agrees that all written notices to Players as a group (by Team or otherwise) will be written in English or any other language(s) deemed reasonably necessary in the sole discretion of the League Commissioner. Written disciplinary notices to Players shall include contact information for AF1.

Section 25.2. Addresses.

Notices to AF1:

Arena Football One, LLC
Attn: League Commissioner
1600 Market Street
Suite 2600
Philadelphia, PA 19103

Notices to Union:

AFL Players Union
Attn: Executive President / Executive Director
6300 Powers Ferry Rd.
Suite 600-243
Atlanta, GA 30328

Notices to Players should be transmitted to the address of the Player as written in his SPC or on a separate form that the Player completes, signs, and returns to AF1.

ARTICLE XXVI MISCELLANEOUS

Section 26.1. Conflicts of Interest. No Player shall, directly or indirectly, lend money to or become surety or guarantor for any umpire, referee, linesman, or similar official employed by the League.

Section 26.2. Headings. The headings, including all Article, Section, and subsection numbers in this CBA are solely for the convenience of the parties, and shall not be deemed a part of, or considered in construing or interpreting, this CBA.

Section 26.3. Time Periods. Unless expressly stated to the contrary, the specification of any time period in this CBA shall not include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or federal (U.S.) holiday shall be deemed to fall on the following business day.

Section 26.4. Exhibits. No attached Exhibit is an integral part of this CBA unless specifically designated as such.

Section 26.5. Interpretation. The parties have agreed that the provisions of this CBA shall be construed without regard to which party drafted a particular provision.

Section 26.6. SPC, League Rules, Operation Manuals. Any SPC, League rules, Operating Manuals or other documents in existence prior to the effective date of the CBA and moving forward shall conform to and comply with the CBA and in the event of any conflicts, the CBA shall govern.

Section 26.7. Integration. This CBA, together with any Exhibits, constitutes the entire understanding between the parties. All understandings, conversations and communications, proposals and counter proposals, oral and written (including any draft of this Agreement) between the AFL and the Union, or on behalf of them, are merged into and superseded by this Agreement and shall be of no force or effect, except as expressly provided herein. No understanding contained in this Agreement shall be modified, altered or amended, except as by a writing signed by the Party against whom enforcement is sought. In the event of any conflict between this Agreement and the SPC, this Agreement shall control.

26.8. Gender. Any reference in this CBA to one gender automatically includes the other gender.

ARTICLE XXVII
PLAYER LICENSING, GROUP LICENSING

27.1. Grant of Rights. The AFLPU hereby grants to the League and its Teams the sole and exclusive right to use and to allow third-party entities to use the name, symbols, logos, emblems, and designs of the AFLPU (“AFLPU Marks”). The AFLPU further acknowledges that the League maintains the Right of Publicity as set forth in Paragraph 12 of the Standard Player Contract, which includes the right to use the name, signature, likeness, image, voice, biographical information, persona, or picture of any and all Players in the bargaining unit (“Player Marks”) for any and all publicity, promotional and commercial purposes whatsoever, including, without limitation, for marketing, merchandising, advertising, promotions and endorsements in any print, broadcast, online or any other media, whether now known or hereafter devised. The AFLPU and each Player shall sign all lawful documents which the AFL determines may be necessary to enable the AFL to secure any such publicity, promotional or commercial opportunity and any federal, state, or foreign copyright, trademark or trade name registration for the AFLPU Marks, and shall fully cooperate in all lawful efforts by the AFL to enforce the rights granted in this Agreement.

27.2. Representation and Warranties. The AFLPU hereby represents and warrants that:

- (i) The AFLPU has the right and power to grant the license granted hereunder and the AFLPU to perform this Agreement;
- (ii) The execution and performance of this Agreement does not violate or conflict with any contract or agreement to which the AFLPU or any of their predecessors or successors in interest are parties;
- (iii) The AFLPU and their predecessors in interest have not granted or assigned, and will not, during the term of this Agreement, grant or assign, any rights inconsistent with the rights granted under this Agreement, or which might diminish or impair the full exercise of any or all such rights;
- (iv) The exercise of any rights herein by the AFL, as contemplated herein, will not violate, conflict with, or infringe upon any rights of any nature of any person, firm, corporation, professional association, or other entity;
- (v) The AFLPU may continue to use the name “Arena Football League Players Union” only as a description of its labor organization but may not seek to register that name or any logo incorporating that name, the words “Arena Football League,” or the letters “AFL.” Further, the AFLPU agrees and acknowledges that it has no right to use, and it promises not to use, any of the foregoing (or any logo incorporating any of the foregoing) in any commercial or promotional context whatsoever, except as specifically authorized by the AFL.

27.3. Reservation of Rights. Nothing herein shall constitute or be construed as a waiver by the AFL or any of its teams of their rights during the term of this Agreement and thereafter to control and manage the on-field activities of Players during all AFL games, including

without limitation all determinations regarding the appearance and use of such Players' uniforms and attire, and to use the name and likeness of all bargaining unit Players as set forth in Paragraph 12 of the Standard Player Contract (Rights of Publicity and Privacy).

27.4. Consideration. In exchange for the rights granted to the AFL pursuant to this Article, the AFL will pay to the AFLPU \$30,000 per active team in the 2018 season, \$35,000 per active team in the 2019 season, \$40,000 per active team in the 2020 season, and \$45,000 per active team in the 2021 season. The AFL agrees to make the first payment within thirty (30) days of ratification of this Agreement. For the 2019, 2020, and 2021 seasons (if applicable), the amount payable under this Article will be paid on March 31 prior to each season, with the last such payment occurring on March 31, 2020 or 2021, as applicable. The AFL shall have no obligation, either by contract or implied by law, to make any such payments beyond the term of this collective bargaining agreement as stated herein.

27.5. Licensing Intellectual Property. AFLPU or any entity the Union may designate (but not both) shall have authority to use the name, symbols, logos, emblems, or designs of the AFL and member Teams ("AFL Marks") for marketing, merchandising, advertising, promotions and endorsements only after making a written request and receiving express and specific written approval from the AFL. In return, AFLPU shall pay AF1 12.5% of gross sales generated where AFL Marks are or were used. AFLPU shall provide a monthly report for all gross sales generated from any sales that AFL Marks were or are used by AFLPU or its designated entity. The AFL retains the right to restrict the extent and manner that the AFLPU uses any and all AFL Marks.

Arena Football League Players Union

Arena Football League

James Baron Acting Executive Director

Randall Boe Commissioner

James Baron Executive President

Huey Whittaker Executive Vice President

Mike Washington AVP

Ryan Cave Board President

Quentin Sims Board Vice President

EXHIBIT 1

2019
Arena Football One, LLC
STANDARD PLAYER CONTRACT

This agreement (the "Contract") is between Arena Football One, LLC (d/b/a Arena Football League, the "League" or AFL), with its principal place of business located at 1600 Market Street, Suite 2600, Philadelphia, PA 19103, and _____ ("Player"), individual professional football player. In consideration of the promises listed herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Player and the League, the Player and the League agree as follows:

This Contract is also subject to and governed by the Collective Bargaining Agreement between the League and the Arena Football League Players Union (the "CBA"). In the event of any conflict between the terms of this contract and the CBA, the terms of the CBA shall govern.

1. TERM: The League hires the Player as a skilled football player for one season of employment beginning _____, 20__ and ending _____, 20__, unless earlier terminated pursuant to this Contract.

By executing this Contract the Player acknowledges the following: (i) this Contract is not guaranteed; and (ii) the start of this Contract is contingent upon the Player passing an Arena Football League Entrance Physical Examination (as defined in Section 7 below). This Contract supersedes any and all prior contracts entered into between the Player and the League. Except as provided by the CBA, execution of this Contract will bar the Player from participation with any other professional football team and/or league during the season covered by the terms of this Contract.

2. COMPENSATION AND EXPENSES: For performance of the Player's services, the League will pay to a Player on the Assigned List of his assigned Team a per game salary of _____ per game, less all applicable taxes and withholdings.

Player Severance Credits shall be paid as specified by and in accordance with the CBA. Player salaries shall be paid as specified by and in accordance with the CBA for games played by the Player's assigned Team during the regular season and post-season, including playoff games and Arena Football League Championship Game. A Player shall not be paid for bye weeks that occur during the Arena Football League season except as provided in the CBA.

If the Player is placed on Injured Reserve at any time or if a Player is injured while performing his duties as an Arena Football League Player, the Player will receive the compensation as specified in the CBA. Players shall not earn Severance Credits while on Injured Reserve or while receiving a Late-Season Injury Payment.

Except as provided by law or the CBA, the Player is not entitled to compensation and benefits due to a strike, work stoppage or lockout resulting in the cancellation of any game, retirement, termination of the Contract by the League, or if the Player is placed on the "Reserve List" as set forth in the CBA. Payment to the Player by the League shall be in accordance with the CBA, League rules, regulations and standard business practices. Subject to Section 3 below and as provided by the CBA, Player agrees not to play

for any other football team and/or league during the term of this Contract – a stipulation that has been considered in determining the player’s compensation and benefits.

Pre-Season: Player shall receive \$350.00 per week during Training Camp as set forth in the CBA. To the extent Training Camp lasts for less than one week, the Players shall be paid on a pro-rated basis. The League is not responsible for transporting the Player to the pre-season training camp site to participate in the League’s pre-season training camp program. However, the Player’s assigned team shall provide the Player with meals and housing during Training Camp as set forth in the CBA.

Post-Season Awards and Bonuses: Player may be eligible for post- season awards and bonuses in accordance with the CBA.

Severance: Player may be eligible to earn severance credits and payments as set forth in the CBA.

Union Security, Dues and Agency Fees:

The terms of the CBA and SPC have been made between the League and the AFLPU (acting on behalf of all employees in the bargaining unit, not solely for members of the Union). The Union and the League concur that, where allowable by applicable laws and permitted by the CBA, as a condition of employment, each employee in the bargaining unit should bear their fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative. To the extent allowable by law, the Player shall have deducted from his game salary by the League, a sum equal to the amount of current weekly Union dues and Initiation Fee as ratified by the AFLPU each year, also known as the “checkoff.” The AFLPU shall inform the League of the Initiation Fee and weekly dues “check-off” amount a minimum of 6 weeks prior to the start of each season. Such sum shall constitute the Player’s Initiation Fee and Dues if the Player is a member of the Union, or shall otherwise constitute that Player’s fair and equitable Agency fee contribution to the expenses of administering this contract on the Player’s behalf by the Union (not to be greater than the Initiation Fee and dues). Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized or lawfully required payroll deductions have been made.

(A) If the Player is a member of the Union or if the Player becomes a member after the date of this Contract, the Player, as a condition of employment, shall maintain membership in Good Standing in the Union. If the Player is not a member of the Union, then the Player shall, as a condition of continuing employment, beginning on the thirtieth (30th) day following the beginning of such employment acquire and maintain membership in Good Standing in the Union.

(B) Should the above provision be unenforceable for any reason, then, to the extent permitted by applicable laws, if the Player would be required to acquire or maintain membership in the Union if the provision in Paragraph A above could lawfully be enforced, and if the Player fails to acquire or maintain membership in the Union, the Player shall be required, as a condition of employment, to pay to the Union from each game salary a service charge or agency fee as a contribution towards the Union’s collective bargaining representative expenses. The amount of the service charge or agency fee, including any initiation fee if applicable, shall be as designated by the AFLPU (not to be greater than the Initiation Fee and dues).

(C) Wherever Paragraph (A) or (B) above is applicable, to the extent permitted by applicable law:

i. The dues check-off amount, agency fees and initiation fee if any, shall be deducted from the Player's game salary, injury pay or any other compensation paid to him by the League according to the CBA, provided that the Player submits an executed Limited Payroll Deduction Authorization form, attached hereto as "Appendix A: AFLPU Check Off and Authorization Form."

ii. The SPC shall include the Limited Payroll Deduction Authorization form attached as Appendix A: AFLPU Check Off and Authorization Form, and, to the extent permitted by applicable laws, the Director of Football Operations shall not approve any SPC that does not include the AFLPU Check Off and Authorization form Limited Payroll Deduction Authorization form.

iii. In accordance with the CBA, the Union shall indemnify the League and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken or not taken by the League for the purpose of complying with the foregoing provisions of this Section or in reliance on any list, notice, or assignment furnished under such provisions.

(D) Nothing in this Section shall obligate League to take any action which would violate applicable laws.

3. RETIREMENT: In order for a current player in the Arena Football League to retire, he must sign an "Arena Football League Player Retirement Form" provided by the League and return it to the Arena Football League Director of Football Operations. If the Player retires before this Contract ends, then this Contract's term will be tolled between the date the Player retires and the date of his return as a player in the Arena Football League. During the period this Contract is tolled, the Player is not entitled to receive any compensation or benefits from the League.

4. REASSIGNMENT: The League may reassign the Player from his assigned team in the Arena Football League at any time during the term of this Contract.

5. SCOPE: The Player will report promptly to his assigned team and will participate fully in all preseason training camps, all team meetings and practice sessions, and all pre-season, regular season, and/or playoff games scheduled for the Player's assigned team.

The Player will participate in promotional events of the Player's assigned team throughout the term of this Contract in accordance with the terms of the CBA. The Player is not authorized to incur any expenses on behalf of his assigned team or the League unless authorized, in writing, by the Arena Football League's Director of Football Operations.

6. MEDICAL POLICIES:

A. During the term of this Contract, the League reserves the right to require, and the Player agrees to submit to, medical examinations and treatments from a health care provider selected by the League or the Player's assigned Team. The assigned team shall assume all costs for such examinations and treatments. The Player hereby authorizes any such health care provider to furnish to the League all

relevant medical information pertaining to the Player or any health care provider designated by the League. The Player also hereby agrees to further the intentions of Section 6A by executing any documents that may become necessary to release such information under applicable medical privacy laws.

B. If the Player is injured while performing the services of this Contract, he must immediately report such injury to the League via the trainer and head coach or physician of the Player's assigned team no later than twenty-four (24) hours after the Player's first reasonably becomes aware of the injury. To the extent reasonably known or practicable, the notice must include the time, place, cause and nature of the injury. The Player will receive such medical and hospital care during the term of this Contract as the assigned team's physician(s) deems necessary and appropriate in his professional judgment.

C. If the Player is unable to perform the services required of him as a player in the Arena Football League due to a work-related injury, the Player will receive such care and compensation as provided by the League pursuant to the CBA and applicable state laws. In accordance with the CBA, the Player must utilize the physician(s) and trainer(s) provided by the League and/or Player's assigned team. The Player must make reasonable efforts to follow the instructions of the assigned physician(s) and trainer(s) and keep all appointments for treatment and/or rehabilitation (including traveling to meet with the physician(s) and trainer(s), if required). Except as provided by the CBA, if the Player fails to keep appointments or follow the physician's and/or trainer's instructions without good cause, it will be grounds for the termination of this Contract for cause by the League.

7. PHYSICAL CONDITION/MEDICAL TESTING: The Player represents and warrants to the League that he is in and will maintain himself in excellent physical condition. Without limiting the provisions of Section 6 above, the Player agrees that he will undergo a complete entrance physical examination ordered and administered by the League (including, if requested, and if permitted by state law, a substance abuse test) at a reasonable time in the reasonable discretion of the League, by a health care provider selected by the League and/or Player's assigned team ("Arena Football League Entrance Physical Examination"). The Player agrees to make full and complete disclosure of any physical or mental condition reasonably known to him which might impair his performance under this Contract and to respond reasonably, fully and in good faith when questioned by any such health care provider about such condition. If the Player fails to reasonably establish or maintain his excellent physical condition to the reasonable satisfaction of the League or Player's assigned team, then the League may terminate this Contract. When permitted by state law, in addition to taking a substance abuse test as part of the Arena Football League Entrance Medical Examination, the Player also agrees to submit to reasonable (to be determined in the reasonable discretion of the League), confidential random testing for substance abuse during the term of this Contract, and the Player acknowledges that his failure to comply with such reasonable testing will be grounds for the immediate termination for cause of this Contract by the League. The Player also agrees to submit to an exit physical examination within one (1) week after his assigned team's last game of the season or at the termination of this Contract, whichever occurs earlier. Players who fail to submit to an exit physical will not be entitled to severance payments as set forth in the CBA.

8. INDUCING OTHERS TO BREACH CONTRACT: During the term of this Contract, the Player shall not attempt to entice, induce, or persuade any other player or coach under contract with the League to negotiate with any other person or organization for services as a player or as a coach.

9. TERMINATION OF CONTRACT: The rights of termination set forth in this Contract will be in addition to any other rights allowed to either party by law. The League may immediately terminate this Contract upon written notice to the Player if the Player at any time: (i) has failed to establish or maintain excellent physical condition to the satisfaction of the team physician; (ii) has failed to make full and complete disclosure of his physical or mental condition during a physical examination; (iii) in the judgment of the League, the Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on the League Players Roster; (iv) has engaged in personal conduct which, in the reasonable judgment of the League, adversely affects or reflects on the League; (v) in the League's opinion, the Player is anticipated to make less of a contribution to the League's ability to compete on the playing field than another player or players whom the League intends to sign or attempts to sign, or already on the League Players Roster, and for whom the League needs Room.

10. ARENA FOOTBALL LEAGUE RULES AND REGULATIONS: The League may establish reasonable written rules from time to time regarding the conduct of the Player, and will make available such rules to each player and the Union as provided in the CBA. As outlined more fully in Exhibit A attached hereto and subject to the CBA, the League may impose reasonable fines or suspensions on the Player for violating League rules by giving the Player written notice of the amount of any fine or the length of any suspension and the reasons for the fine or suspension. Subject to the CBA, the League may deduct the fine from any money due or to become due to the Player. During any suspension, the Player is not entitled to any compensation or benefits under this Contract. Furthermore, the Player may not interact with his League assigned team in any way during any suspension.

11. INTEGRITY OF THE GAME: The Player recognizes the detriment to the League and professional football resulting from the impairment of public confidence in the honest and orderly conduct of Arena Football League games or the integrity and good character of Arena Football League players. The Player therefore agrees not to accept a bribe or throw, fix, or willfully affect or attempt to affect the outcome, except as a Player competing to the best of his ability, of any Arena Football League game. The Player agrees not to bet, legally or illegally, anything of value on the result or margin of victory of any amateur or professional football game (including, but not limited to, League games). The Player agrees to promptly report to the Arena Football League any bribe offer or attempt to throw, fix or affect the outcome of any Arena Football League game made by an interested third party. The Player also agrees not to knowingly associate with gamblers or gambling activity; not to use illegal drugs; not to provide other players with stimulants or other performance enhancing drugs; not to engage in any other form of conduct reasonably judged by the Arena Football League to be detrimental to the League or professional football. If the League finds the Player responsible for any of the above listed violations, the League may suspend, dismiss and/or permanently disqualify the Player from any further association with the League subject to the grievance and arbitration provisions of the CBA.

12. RIGHTS OF PUBLICITY AND PRIVACY: The Player grants to the League the full authority to use his name, signature, likeness, persona and/or picture for all publicity, promotional and

commercial purposes to depict or promote the League and/or its teams in newspapers, magazines, motion pictures, trading cards, game programs, roster manuals, all broadcasts and telecasts, and all other media, whether now known or hereafter devised. The Player further agrees that the League's authority to use any such name, signature, likeness or picture of the Player shall extend for three (3) year after the end of this contract. Except as modified by and consistent with the CBA (including any notice and limitation provisions), the Player agrees to cooperate with the news media and to participate, upon request and without compensation in addition to that which is specified herein in this Contract and the CBA, in any reasonable promotional activities of Player's assigned team and/or the League including, but not limited to, personal appearances; media, television and print interviews; autograph sessions; videos and other media. The Player also agrees not to engage in any promotional, advertising, sponsorship or related activity for any entity or purpose during the term of this Contract without the prior, written permission of the League; such permission will not be unreasonably withheld if the League determines in its sole opinion that such activity does not conflict with any intellectual property and/or sponsorship rights of the League and/or any League team. In addition, the Player's assigned team and the League may produce, or cause to be produced by others, pictures and sound recordings of the Player alone or with others, for photographs, computer images, motion pictures, television and other media known or unknown. The Player's assigned team and the League and their licensees may use the pictures and recordings, regardless of who records the images for publicity, advertising, promotional, commercial or trade purposes. The rights in any pictures and recordings created pursuant to this Section belong to the League and not to the Player. The Player may not use any intellectual property of the League for any purpose without the prior written consent of the League.

13. UNIFORM: The Player must wear the official uniform of his assigned team including, but not limited to the following:

- a) Helmets,
- b) Jerseys,
- c) Pants,
- d) Socks,
- f) Athletic Shoes,
- g) Shoulder Pads,
- h) Thigh Pads
- i) Knee Pads

The Player may not wear the identifying logo, name, colors, marks, or design of any company, product or service (other than League apparel) at any League football game, practice, media interview or other occasion when he represents the League or his assigned team, including, but not limited to, logos, names, colors, marks or designs on athletic shoes, headbands, arm and wrist bands, socks, and bandannas. Upon the termination of this Contract, or at the end of the playing season, the Player must return to his assigned team all uniforms and equipment in his possession or issued to him by his assigned team. The League may deduct the value of any uniform or equipment not returned by the Player from any payment due the Player.

14. PLAYER’S REPRESENTATIONS AND WARRANTIES:

A. Except as modified or permitted by the CBA, the Player represents and warrants that he is not, or will not during the term of this Contract commit himself to play football for any other football team or league during the term of this Contract. With the execution of this Contract, the Player agrees to indemnify and hold harmless the League and/or any of its operating members, directors, officers, employees and representatives for any claims, actions, demands, losses, costs (including reasonable attorney’s fees), expenses, liability and damages with respect to any contract the Player has previously executed to play football for another league or entity during the term of this Contract.

B. The Player will offer his best services and utmost loyalty to the League and play football only for the Arena Football League.

C. Player will present himself to the public in a neat, orderly and tasteful fashion, along with always conducting himself on and off the field pursuant to high standards of honesty, morality, fair play and sportsmanship.

D. The Player will conduct himself in the best interests of his assigned team and/or the League, and will not sponsor, participate in, operate or own any football training, teaching, scouting or tryout camp without the written permission of the League, which permission will not be unreasonably withheld.

E. The Player acknowledges and agrees that he will be responsible for all League valid fines, debts and obligations (“Valid Obligations”) incurred in each city in which he participates with the League. If the Player fails to pay any Valid Obligation which is incurred during the term of this Contract the League may pay the Valid Obligation and deduct the amount from any amount due, or to become due to the Player. The Player acknowledges that the League has the option of withholding the Player’s last paycheck, or deducting an amount from the Player’s severance payment, if the League is notified by the Player’s assigned team that the Player has failed to fulfill all of his local financial responsibilities. The League may suspend the Player until such time as all Valid Obligations and local financial responsibilities have been paid in full.

F. Neither the League nor Player’s team are required to provide Player transportation to training camp. Player will be provided housing and meals during training camp in accordance with the CBA. Teams, at their own option, may offer housing for the Team’s upcoming season, per the housing provisions of the CBA. No player will be provided free housing. Any player that accepts free housing is in violation of this Contract and subject to League discipline up to and including termination. If League housing is offered and the Player accepts by signing a League Housing Agreement, housing will be provided during the season in accordance with the CBA.

15. ASSUMPTION OF RISK: The Player understands and agrees that there are risks of injury, severe injury and partial and/or permanent disability, and even death associated with playing in the League and hereby expressly assumes all such risks. These risks include those ordinarily associated with playing football outdoors as well as other risks that are associated with engaging in Arena Football, including, but not limited to the following: the use and/or misuse of indoor football equipment; coming into contact with

side boards or dashboards, balls caroming off the sideboards or the endzone net systems; players, coaches, referees and other game personnel reacting to balls caroming off the sideboards or the net systems; a field that is approximately 25% of the area of an outdoor field (but with 73% the number of players of an outdoor field creating a higher density of people on the field; endzones that are two yards shorter than the endzones of an outdoor field); endzones with curved corners; possible limited visibility due to indoor lighting; audio conditions associated with an indoor arena; closer proximity to the fans in attendance at the game; rules that in some cases are different from outdoor football rules; uncovered floors beyond the endzones, down markers with less room to be dropped onto the ground; and, due to the smaller size field, less time to react to situations as they develop on the field. The Player agrees to assume all of the risks set forth above as well as any other risk that may result from participating in Arena Football.

16. PROHIBITION ON ENGAGING IN DANGEROUS ACTIVITIES: The Player agrees that he will not engage in any dangerous activities or other hazardous acts that may expose the Player to physical risks during the term of this Contract, including, but not limited to, the following: boxing, wrestling, motorcycle racing, auto racing, sky-diving, bungee jumping, scuba diving or hang gliding.

17. RELEASE AND WAIVER OF CLAIMS: The Player, for himself and on behalf of his personal representatives, heirs, next of kin, executors, administrators, assigns and/or any person or entity claiming through him or on his behalf, releases, waives, discharges and covenants not to sue the League, the League's operator members, any of the aforementioned entities' affiliated companies, parent companies, subsidiaries, present and former employees, officers, members, shareholders and directors, as well as the home venues of each team, from any and all claims, demands, losses, liabilities, damages and/or costs of any nature whatsoever that he, his personal representatives, heirs, next of kin, executors, administrators, assigns and/or any person or entity claiming through him or on his behalf, may now be entitled to assert including, but not limited to, any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused or contributed to by, or arising directly or indirectly out of, or in connection with, the Player's participation with the League.

18. ENTIRE AGREEMENT: This Contract and the documents explicitly incorporated by reference into this Contract (including the CBA), are intended to be the entire agreement between the League and the Player and cannot be modified or supplemented orally. There are no oral or written inducements, promises or agreements by the League except as written in this Contract. The Player may not have any separate agreement or contract with any business entity owned by any of the League's operator members, or any business entity doing business with any of the League's operator members without the express written consent of the League. Any such purported contract is immediately void and without effect upon the execution of this Contract by the League and the Player. No change, termination or attempted waiver of any portion of this Contract is binding unless in writing and signed by the Arena Football League Player and the Arena Football League.

19. WAIVER: Any waiver by the League of a breach of any provision of this Contract shall not operate, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision in this Contract. Failure by the League to insist upon strict and/or immediate adherence to any of the terms of this Contract on one or more occasions shall not be considered a waiver or deprive the League of the right thereafter to insist upon strict and immediate adherence to that term or any other term of this Contract at any other time. Any waiver of any provision of this Contract must be in writing.

20.EXECUTION OF CONTRACT: This Contract is valid and binding upon the Player and the League immediately upon execution by the Player and the League. A copy of this Contract, including any attachment, must be filed with the League in the League office within forty-eight hours (48) after execution. After execution, The Arena Football League Director of Football Operations 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 team, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this Contract and the League rules and regulations then in existence. Approval will be automatic unless, within seven (7) days after receipt of this Contract in the League office, the Arena Football League Director of Football Operations notifies the parties either of disapproval or of extension of this 7-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. Pursuant to the Arena Football League Operations Manual, the Arena Football League Director of Football Operations will keep and maintain a copy of every Arena Football League player's contract. The League will provide the Union with a copy of every signed contract as set forth in the CBA.

21.GOVERNING LAW: This Contract is governed by the laws of the District of Columbia (Washington, D.C.) and shall be interpreted, construed and governed by and in accordance with the laws and decisions of the Washington D.C. as applied to agreements to be entered into and fully performed in Washington, D.C.

22.AMATEUR STATUS: By signing this Contract, the Player may forfeit any amateur or collegiate standing or eligibility he may have.

23.CONSTRUCTION: Headings at the beginning of each paragraph are solely for the convenience of the parties and are not a part of this Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

24. WORKERS' COMPENSATION:

A. The League will provide Worker's Compensation ("WC") coverage to Player under the WC system and laws of the state of the Player's assigned Team in accordance with the CBA.

B. Except as set forth in the CBA and Section 24(e) and 24(f) of this SPC, the Player's sole recourse regarding recovery for any injuries arising out or related to his performance of his services under this Contract as a Player for the League shall be determined by the applicable WC laws and under the applicable procedures of the state in which the Player's team is located.

C. Except as set forth in the CBA, any issue regarding recovery for a work-related injury is the exclusive province of the applicable WC system and is not subject to the grievance and arbitration provisions of the CBA. This does not bar a Player from seeking redress through the

CBA's grievance and arbitration provisions for issues relating to his (up to 8 weeks of) Injured Reserve compensation provided for pursuant to Section 24E hereof.

D. Except as set forth in the CBA, Player's exclusive recovery for any work-related injuries sustained as a Player for the League shall be determined by the applicable WC laws of the state of the Player's assigned team and paid by the appropriate League insurance carrier.

E. Players placed on Injured Reserve will receive payment of 2/3 of their salary for the lesser of (x) 8 weeks, (y) until cleared to return to the active roster and/or reassigned or (z) or until workers compensation carrier coverage begins. If the carrier's workers compensation payment is less than 2/3 of the player's salary, for any workers compensation payments made after the date the player is placed on Injured Reserve and before the date 8 weeks after being placed on Injured Reserve, the AFL shall pay the players the difference between the workers compensation amount and 2/3 of their salary. In order to be entitled to any Injured Reserve payment, player must provide evidence of having filed an active workers compensation claim on file in the state in which the player's team is located.

F. Players entitled to a Late-Season Injury payment pursuant to Article XIV of the CBA will receive the difference between any workers' compensation payments and two-thirds of their salary for up to four weeks if (1) the Player sustains an injury in the last four weeks of the season, which, had the injury occurred earlier in the season, would have prevented the Player from performing his duties as an AFL Player for more than four consecutive weeks; and (2) the Player does not otherwise qualify for Injured Reserve. In no event shall a Player be entitled to both a Late-Season Injury Payment and an Injured Reserve Payment as set forth in the CBA.

G. Any Player receiving an Injured Reserve or Late-Season Injury payment hereby authorizes the League to deduct any Late-Season Injury payments or Injured Reserve payments paid in excess of the amounts due under the CBA or Sections 24(e) and 24(f) of this SPC from any salary, bonus payments, severance pay, or termination pay otherwise owed by the League.

25. MISCELLANEOUS: In this Contract, the term "League" includes the League's successors and assigns. By executing this Contract both the Player and the League verify and certify that this Contract is only between the Player and the League, and not between the Player and his assigned team, and further verify and certify that this Contract has been read in its entirety and agreed to by the parties. In addition, the Player certifies that the compensation listed and outlined herein is the actual compensation to be received by the Player and that any amount(s) of compensation not listed herein will not be valid and/or recognized as the official compensation of the Player and thus is not and will not be binding on an assigned team that would subsequently acquire the Player's services pursuant to terms outlined in this Contract.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

The Player acknowledges that this SPC was not negotiated or executed by anyone other than himself or their AFLPU Certified Agent and further acknowledges that it is a violation of the CBA and this SPC for anyone other than the Player or their AFLPU Certified Agent to negotiate or execute this contract on the Players behalf.

Name (Print): _____

Signature: _____ Date: _____

If this contract was negotiated or signed by an AFLPU Certified Agent please fill in the information below. It is a violation of this SPC and the CBA for anyone other than the Player or their AFLPU Certified Agent to negotiate or execute this contract on the Players behalf.

Players Agent: _____ Date: _____

Players Agent Signature:

This Contract is not complete until all the following documents are submitted to Director of Football Operations

- (i) W4, I9, Social Security, Driver's License/Passport***
- (ii) Housing Form***
- (iii) Contract Pages (properly filled out)***
- (iv) AFLPU Check Off and Authorization Form****
- (v) Benefit Election Form***
- (vi) Direct Deposit Form***

PLAYER BIOGRAPHICAL INFORMATION

Team Name: _____

Player Name: _____
 LAST FIRST M.I. NICKNAME

Position (CIRCLE ONE):
QB WR FB OL DB LB/DL K

HGT: _____ WGT: _____ College: _____

Permanent Address: _____
 Street Address City State Zip

Permanent Home Phone: _____

Cell Phone: _____ Email: _____

Player Date of Birth: __/ __/ __ Player Social Security Number: ____-____-____

Name of Emergency Contact: _____

Relationship of EM Contact: _____ Phone # of EM Contact: _____

**AUTHORIZATION FOR RELEASE
OF HEALTH RECORDS OR MEDICAL INFORMATION**

SECTION A: Persons/Entities Authorized to Release and Disclose Information:

I authorize and give permission to the following persons and/or entities to release and disclose my medical records, medical information, and/or “protected health information” (as defined under the Health Insurance Portability and Accountability Act, as amended, and the regulations thereunder), altogether, my “PHI,” in the manner described in this Authorization: Arena Football One, LLC (“AFL” or the “League”) and each of its member Teams, as now existing or at any time in the future, any AFL Team medical staff members, AFL Team physicians, athletic training staff members, and any outside or third-party physicians, laboratories, or other healthcare professionals engaged by the League or any of its member Teams in furtherance of my employment as an arena football player.

SECTION B: Personal Health Information to Be Disclosed: I authorize the following PHI to be used and/or disclosed: All medical records, reports, test results, and notes, including, but not limited to, any information pertaining to football-related health conditions.

SECTION C: Persons/Entities Authorized to Receive and Use Personal Health Information:

I authorize the following persons, classes of persons, and/or entities to use and/or receive the PHI described in Section B. These persons and entities will be referred to as the “Authorized Parties”: the League and each of its member Teams, as now existing or at any time in the future, any AFL Team medical staff members, AFL Team physicians, athletic training staff members, and any outside or third-party physicians, laboratories, or other healthcare professionals engaged by the League or any of its Teams in furtherance of my employment as an arena football player.

SECTION D: Purpose of the Disclosure: This Authorization is for purposes relating to my employment as a professional football player with the League, including, but not limited to, release of pertinent injury information to the League, the League’s member Teams, and/or the public.

SECTION E: Expiration Event: This Authorization will expire thirty (30) days after termination or expiration of my employment with the League, provided that such employment does not recommence within such time.

SECTION F: Signature: My signature below acknowledges that I have read this authorization, understand my rights as described herein, and authorize the release of my PHI for the purposes described herein. A photostatic copy of this Authorization shall be considered as effective and valid as the original.

Signature

Date

If a personal representative signs this Authorization on behalf of the Player, complete the following:

Personal Representative's Name

Relationship to Player

Notice: You are entitled to a copy of this Authorization after you sign it. You have the right to revoke this Authorization in writing, except to the extent that any Authorized Party has relied upon it. The League will not condition treatment, payment, enrollment or eligibility for benefits on your execution of this Authorization. Information disclosed pursuant to this Authorization may be redisclosed by the recipient(s) and no longer protected by federal privacy law.

SCHEDULE OF LEAGUE FINES

The following League Penalty Schedule pertains to players only.

OFFENSE	FINE
Conduct detrimental to the interests of the AFL (e.g., gambling on a League game, use or sale of illicit narcotics, incarceration for a felony) or physically abusing a member of the AFL staff	Maximum \$1000 fine, plus possible League suspension
Verbally assaulting a member of the AFL staff, fighting or use of abusive language	1st offense: Maximum \$500 fine, plus possible suspension for one game without pay 2nd offense: Maximum \$1000 fine, plus mandatory suspension of one game without pay 3rd offense: Maximum \$2000 fine, plus mandatory suspension of two games without pay
Verbally assaulting an AFL game official or support staff	1st offense: \$100 fine and Written Warning 2 nd offense: \$500 fine and possible game suspension. 3 rd offense: \$1000 fine and possible season suspension
Intentionally physically abusing an AFL game official or support staff	1st offense: Maximum \$500 fine, plus mandatory suspension of one game 2nd offense: Maximum \$1000 fine, plus mandatory suspension of three games 3rd offense: Mandatory suspension for the season from Arena Football One
Entering Referees' dressing room without permission of Referees	1st offense: Maximum \$2000 fine, 2nd offense: Maximum \$5000 fine, plus mandatory one game suspension 3rd offense: Maximum \$10,000 fine, plus mandatory 4 game suspension and possible banishment from AFL

(PLAYER INITIALS) _____

Verbal assault /abuse of fan	1st offense: Written Warning 2nd offense: Maximum \$100 fine, plus mandatory suspension of one game 3rd offense: Maximum \$250 fine, plus mandatory suspension of 4 games and possible Season Suspension
Physical assault/abuse of a spectator	1st offense: Maximum \$1000 fine, plus possible one-game suspension 2nd offense: Maximum \$2000 fine, plus mandatory 8 game suspension and possible Season Suspension
Entering stands – standing on boards, laying on boards, celebrating, etc	1st offense: Maximum \$100 fine, 2nd offense: Maximum \$ 250 fine, plus possible one game suspension 3rd offense: League suspension 4 games, possible Season Suspension
Entering stands –fighting, running up stands, conduct detrimental, etc	1st offense- \$5000 2nd offense- \$10000 3rd offense- Termination
Uniform Dress Code Violations	
Towels. must be white or in official team colors (yellow, gold and similar colors that might be confused with game officials’ flags are prohibited). Towels must be four (4) inches wide and twelve (12) inches long and attached to or tucked into front waist of pants. A player may wear no more than one towel. Players are prohibited from discarding loose towels or other materials used for wiping hands or the football on playing field. Streamers or ribbons, regardless of length, hanging from any part of the uniform, including helmet, are prohibited.	1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension

(PLAYER INITIALS) _____

<p>Stockings. Mandatory 2-color socks for all AFL teams. Stockings should cover entire area from sole to bottom of pants and should meet pants below knee. Players are permitted to wear as many layers of stockings as they wish, provided exterior is 2-color team-provided stocking in approved team colors. Uniform stockings may not be altered (i.e., overstretched, or cut at toes or stirrups) to bring color lines higher. No other stockings and/or opaque tape may be worn over one-piece, 2-color uniform stocking. Barefoot place kickers may omit stocking for the kicking foot in preparation for or during kicking plays.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Head Coverings. Head coverings worn under the helmet (i.e., sweatbands and bandannas) are permissible and may be visible in bench area, provided they are in official team colors and issued by the team, and further provided that no portion hangs from or is otherwise visible outside helmet during play. Baseball-type caps may be worn in the bench area, provided they are in official team colors and issued by team</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Jerseys. Jerseys should cover pads and other protective equipment worn on torso and upper arms. Jerseys must be appropriately tailored to remain tucked into pants throughout game. Tear away jerseys are prohibited. Mesh jerseys with large fishnet material (“bullet-hole” or “porthole mesh”) are prohibited. Surnames of players in letters a Maximum of two and 1/2-inches high must be affixed to the exterior of jerseys across upper back above numerals; nicknames are prohibited; and in cases of duplicate surnames, the first initial of given name must be used. All jerseys must carry a small AFL Logo displayed on torso of jersey. Shimmel cut jerseys do not meet League mandates.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>

(PLAYER INITIALS) _____

<p>Pants. Pants must be worn over entire knee area. Pants shortened or rolled up to meet stockings above knee are prohibited. No part of pants may be cut away unless an appropriate gusset or other device is used to replace removed material</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Spatting of Shoes. No spatting allowed. *Exception: Medical Reasons (documentation to League office necessary). If spatting is allowed, teams with black shoes must tape in black. Teams in white shoes must tape in white. No other colors are acceptable.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Logos and Commercial Identification Throughout the period on game day that a player is visible to the stadium and television audience (including pre-game warm-ups, in bench area, and during post-game interviews in locker room or on field), players are prohibited from wearing, displaying, or orally promoting equipment, apparel, or other items that carry commercial names or logos of companies, unless such commercial identification has been approved in advance by AFL League Office. The size of any approved logo or other commercial identification involved in an arrangement between a manufacturer and the League will be modest and unobtrusive, and there is no assurance that it will be visible to the television audience (i.e., any approved glove logo will be very small and appear on only one of two gloves worn by a Player).</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Personal Messages Throughout the period on game day that a Player is visible to the stadium and television audience (including pre-game warm-ups, in bench area, and during post-game interviews in locker room or on field), players are prohibited from wearing, displaying or otherwise conveying personal messages in writing or illustration, unless such a message has been approved in advance by the AFL League Office. Items such as armbands and jersey patches worn to celebrate anniversaries</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>

to promote charities, to recognize causes and campaigns, or to honor or commemorate any person are prohibited unless approved in advance by the AFL League Office.	
<p>General Appearance Consistent with equipment and uniform rules, players must present a professional and appropriate appearance while before the public on game day. Among the types of activities that are prohibited are use of tobacco products (smokeless included) while in bench area and the use of facial makeup. The Referee is authorized to use his judgment in determining whether any other unusual appearance or behavior is in violation of this Section.</p>	1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension
Filing a complaint against player or team that is determined not to be true	\$500 per offense
Throwing, spiking, kicking ball into stands per game	1st ball: \$100 2nd ball or more: \$200 each per offense
Taking ball to bench, handing ball into stands, etc	1st ball- \$60 2nd ball or more: \$75 per offense
Player leaving bench during altercation	Maximum \$250 fine, plus possible suspension
Ejected player failing to leave bench area in timely manner within 3 minutes	Maximum \$200 fine

(PLAYER INITIALS) _____

Violence demonstration: Six-guns, Throat Slash, etc.	\$250 per occurrence; max of \$500 per game
Taunting: Players fouled for “taunting” will be fined up to stated amount	\$75 fine per occurrence max of \$150 per game
Leg Whip: Intentional blow/kick to the opponent will be deemed “with intent to injure an opponent.” In addition to a Personal Foul, player will be fined up to the stated amount	1st offense: \$150 fine and one game suspension 2nd offense: \$300 fine and possible 4 game suspension 3rd offense: \$500 fine plus possible season suspension
Blows to the Head: In addition to Personal Foul, player will be fined up to stated amount.	1st offense: \$150 fine and one game suspension 2nd offense: \$300 fine and possible 4 game suspension 3rd offense: \$500 fine plus possible season suspension

(PLAYER INITIALS) _____



2019 Membership Form And Authorization

I wish to be a member in good standing and represented by the Arena Football League Player's Union (AFLPU) for the purposes of collective bargaining. I authorize the AFLPU to have access to any medical records or other information needed to administrate any grievances or other CBA/SPC issues on my behalf.

In accordance with the AFL/AFLPU CBA, I authorize Arena Football 1 / Arena Football League ("AFL") or agent of AFL, to deduct from my weekly compensation the amount equal to the initiation fee, dues and assessments required for membership in the Union or Agency Fees and to remit these sums to the Union as specified by Section 4.2 of the Collective Bargaining Agreement ("CBA") between AF1/AFL and the Union. I understand that my total Dues are a combination of any dues, initiation fees and assessments. The AFLPU may modify my initiation fees and assessments by reducing my initiation fee and/or assessments and increasing my weekly/monthly deduction, prorated weekly over the remaining regular season weeks. I understand the included "Notice to Employee's Subject to Union Security Clauses" in this authorization form.

This assignment, authorization and direction ("Authorization") is irrevocable for one (1) year from the date of signing it or until expiration of the CBA, whichever occurs first. I further agree and direct that this Authorization be automatically renewed and be irrevocable for successive one (1) year periods or during the term of any succeeding CBA, whichever is sooner, unless I provide written notice to the Union not more than twenty (20) days and not less than ten (10) days (a) before expiration of each one (1) year period or (b) before expiration of each applicable CBA, whichever occurs first. I understand that, to the extent permitted by law, membership in the Union and payment of Union dues, initiation fees and assessments or Agency Fees is a condition of my employment and that the AFL may not approve my Standard Player Contract unless I sign this authorization.

By signing below, I authorize AF1/AFL to deduct Union dues, initiation fees and assessments or Agency fees from my weekly compensation in accordance with the AFLPU, Collective Bargaining Agreement and Standard Player Contract.

This authorization is made pursuant to Section 302(c) of the Labor Management Relations Act of 1947.

Signature

EMAIL PLEASE PRINT CLEARLY

Print Name

Date

Street Address

Apt#

City

State Zip

NOTICE TO EMPLOYEES SUBJECT TO UNION SECURITY CLAUSES

This Notice is for employees working in the United States or Internationally under an Arena Football League Players Union (AFLPU) represented Arena Football League contract and/or Standard Players Contract (SPC) containing a union security clause: you are required, as a condition of employment, to pay dues or fees to the Union. The obligation stated in this Notice is the only obligation under such clause regardless of the wording of the clause. Individuals who are members pay dues, while individuals who are nonmembers pay equivalent fees. These dues or fees, which are authorized by law, are your fair share of sustaining your Union's broad range of programs in support of you and your coworkers. Nonmembers may file objections to funding expenditures that are not germane to the collective bargaining process and thereby be obligated to pay fees representing only expenditures germane to the collective bargaining process. Only if you are not a member of the Union or if you resign your membership, and in either case, file an objection to the funding of expenditures that are not germane to the collective bargaining process, may you pay fees representing only expenditures germane to the collective bargaining process. FAILURE OR OBJECTING TO PAY DUES OR FEES DOES NOT WAIVE YOUR DUTY TO PAY AND THE UNION SHALL SEEK TO RECOVER ANY MISSED OR AVOIDED DUES OR FEES ACCORDING TO THE CBA/SPC AND APPLICABLE LAWS. However, if you resign your membership, the many rights and opportunities available to Union members will not be open to you. For example, if you resign your membership you will no longer be able to:

- Vote on the terms of your CBA/SPC contract or Participate in strike votes;
- Participate in the development of contract proposals according to the AFLPU Constitution; including but not limited to any Salary Cap, Retired Player or Healthcare proposals which may affect your wages, hours and working conditions
- Nominate, vote for, or serve as an officer of your Local Union;
- Enjoy discounts and other benefits available only to members, including but not limited to eligibility for AFLPU Working Advantage, Union Plus discounts and participate in any Arena Players Inc. licensing compensation payments, apparel and sponsorship opportunities.

Expenditures germane to the collective bargaining process ("chargeable" expenditures) represent that portion of the Union's expenditures but not limited to amounts devoted to collective bargaining, contract administration, grievances and arbitration, and other matters affecting wages, hours, and other conditions of employment. Examples of "chargeable" expenditures include: the costs of negotiations with employers; contract administration expenses; communication with employers in regard to work-related issues; handling employees' work-related problems through the grievance and arbitration procedure; and Union administration. Examples of expenditures not germane to the collective bargaining process ("non-chargeable" expenditures) include but are not limited to: expenses made for community services; Political Contributions if any and for benefits available only to members and their families. Individuals who choose to file an objection will receive a rebate of their fees equal to the percentage of the Local Union's expenditures that is spent on non-chargeable expenses if any. Individuals who choose to file objections to funding expenditures that are not germane to the collective bargaining process should file them in writing to: AFLPU 105E Waxhaw Professional Park, STE 100 Waxhaw, NC 28173. Attention: Executive Director. The objection must include the objector's name, home address, social security number, work location, telephone number. In order for an objection to be recognized at this time, it must be postmarked during the month of July, except that new hires who choose not to join the union may also submit their objection postmarked within thirty (30) days of being compelled to pay dues or fees to the Union or within thirty (30) days of the new hire's executing and filing an AFL SPC with the AFL, and except that newly resigned members may also submit their objections postmarked within thirty (30) days from the receipt by the Union of the resigning member's letter of resignation. All objections will be effective on the first day of the month following the month in which the objection was received by the Union. Any challenge a nonmember makes may be coordinated or consolidated with other challenges to the Union determinations before a single arbitrator selected by the Union in order based on the Arbitrators availability with the soonest available date from the then current list of AFL/AFLPU selected Arbitrators. Should more than 1 arbitrator have the soonest available date open the arbitrator selected initially shall be selected in alphabetical order using their last name and subsequent selections shall be use the same process regardless if the same arbitrator is designated for subsequent hearings. Such challenges may also be coordinated or consolidated with challenges to other Union classifications or calculations. Challengers must notify the AFLPU Executive Director at 8180 Regent Parkway, STE 108, Fort Mill, SC. 29715, in writing, of any challenge they wish to make through this arbitration procedure. Such notification must be received by the Executive Director within thirty (30) days of the challenger's receipt of a letter from the Union informing the challenger of the amount. That challenge should specify which amounts from the Union are being challenged. The Unions shall bear the burden of justifying their amounts. If a hearing at which the parties or witnesses may be present is held by the arbitrator, it will be held at a location most convenient to the Union and Challengers or Chicago, Illinois if a mutually convenient location is not agreed upon at least 30 days from the arbitration date. The cost of any arbitration proceedings will be paid for by the Union. However, a challenger will have to pay his or her own lost time and travel expenses, and the fees, costs, and expenses of any persons they involve in the proceedings. Once a written challenge is received from an objector, the Local Union will place an amount equal to the challenged portion into an interest-bearing escrow account. It shall remain in that account until the arbitrator issues a decision. All objectors designated in the arbitration which are affected by the decision of the arbitrator will then pay the adjusted fee amount, if any determined by the arbitrator. If the arbitrator approves the Unions' classifications and/or calculations, the escrowed money and interest will revert to the Union.

EXHIBIT 2

SCHEDULE OF LEAGUE FINES

The following League Penalty Schedule pertains to players only.

OFFENSE	FINE
Conduct detrimental to the interests of the AFL (e.g., gambling on a League game, use or sale of illicit narcotics, incarceration for a felony) or physically abusing a member of the AFL staff	Maximum \$1000 fine, plus possible League suspension
Verbally assaulting a member of the AFL staff, fighting or use of abusive language	1st offense: Maximum \$500 fine, plus possible suspension for one game without pay 2nd offense: Maximum \$1000 fine, plus mandatory suspension of one game without pay 3rd offense: Maximum \$2000 fine, plus mandatory suspension of two games without pay
Verbally assaulting an AFL game official or support staff	1st offense: \$100 fine and Written Warning 2 nd offense: \$500 fine and possible game suspension. 3 rd offense: \$1000 fine and possible season suspension
Intentionally physically abusing an AFL game official or support staff	1st offense: Maximum \$500 fine, plus mandatory suspension of one game 2nd offense: Maximum \$1000 fine, plus mandatory suspension of three games 3rd offense: Mandatory suspension for the season from Arena Football One
Entering Referees' dressing room without permission of Referees	1st offense: Maximum \$2000 fine, 2nd offense: Maximum \$5000 fine, plus mandatory one game suspension 3rd offense: Maximum \$10,000 fine, plus mandatory 4 game suspension and possible banishment from AFL

(PLAYER INITIALS) _____

Verbal assault /abuse of fan	1st offense: Written Warning 2nd offense: Maximum \$100 fine, plus mandatory suspension of one game 3rd offense: Maximum \$250 fine, plus mandatory suspension of 4 games and possible Season Suspension
Physical assault/abuse of a spectator	1st offense: Maximum \$1000 fine, plus possible one-game suspension 2nd offense: Maximum \$2000 fine, plus mandatory 8 game suspension and possible Season Suspension
Entering stands – standing on boards, laying on boards, celebrating, etc	1st offense: Maximum \$100 fine, 2nd offense: Maximum \$ 250 fine, plus possible one game suspension 3rd offense: League suspension 4 games, possible Season Suspension
Entering stands –fighting, running up stands, conduct detrimental, etc	1st offense- \$5000 2nd offense- \$10000 3rd offense- Termination
Uniform Dress Code Violations	
Towels. must be white or in official team colors (yellow, gold and similar colors that might be confused with game officials’ flags are prohibited). Towels must be four (4) inches wide and twelve (12) inches long and attached to or tucked into front waist of pants. A player may wear no more than one towel. Players are prohibited from discarding loose towels or other materials used for wiping hands or the football on playing field. Streamers or ribbons, regardless of length, hanging from any part of the uniform, including helmet, are prohibited.	1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension

(PLAYER INITIALS) _____

<p>Stockings. Mandatory 2-color socks for all AFL teams. Stockings should cover entire area from sole to bottom of pants and should meet pants below knee. Players are permitted to wear as many layers of stockings as they wish, provided exterior is 2-color team-provided stocking in approved team colors. Uniform stockings may not be altered (i.e., overstretched, or cut at toes or stirrups) to bring color lines higher. No other stockings and/or opaque tape may be worn over one-piece, 2-color uniform stocking. Barefoot place kickers may omit stocking for the kicking foot in preparation for or during kicking plays.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Head Coverings. Head coverings worn under the helmet (i.e., sweatbands and bandannas) are permissible and may be visible in bench area, provided they are in official team colors and issued by the team, and further provided that no portion hangs from or is otherwise visible outside helmet during play. Baseball-type caps may be worn in the bench area, provided they are in official team colors and issued by team</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Jerseys. Jerseys should cover pads and other protective equipment worn on torso and upper arms. Jerseys must be appropriately tailored to remain tucked into pants throughout game. Tear away jerseys are prohibited. Mesh jerseys with large fishnet material (“bullet-hole” or “porthole mesh”) are prohibited. Surnames of players in letters a Maximum of two and 1/2-inches high must be affixed to the exterior of jerseys across upper back above numerals; nicknames are prohibited; and in cases of duplicate surnames, the first initial of given name must be used. All jerseys must carry a small AFL Logo displayed on torso of jersey. Shimmel cut jerseys do not meet League mandates.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>

(PLAYER INITIALS) _____

<p>Pants. Pants must be worn over entire knee area. Pants shortened or rolled up to meet stockings above knee are prohibited. No part of pants may be cut away unless an appropriate gusset or other device is used to replace removed material</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Spatting of Shoes. No spatting allowed. *Exception: Medical Reasons (documentation to League office necessary). If spatting is allowed, teams with black shoes must tape in black. Teams in white shoes must tape in white. No other colors are acceptable.</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Logos and Commercial Identification Throughout the period on game day that a player is visible to the stadium and television audience (including pre-game warm-ups, in bench area, and during post-game interviews in locker room or on field), players are prohibited from wearing, displaying, or orally promoting equipment, apparel, or other items that carry commercial names or logos of companies, unless such commercial identification has been approved in advance by AFL League Office. The size of any approved logo or other commercial identification involved in an arrangement between a manufacturer and the League will be modest and unobtrusive, and there is no assurance that it will be visible to the television audience (i.e., any approved glove logo will be very small and appear on only one of two gloves worn by a Player).</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>
<p>Personal Messages Throughout the period on game day that a Player is visible to the stadium and television audience (including pre-game warm-ups, in bench area, and during post-game interviews in locker room or on field), players are prohibited from wearing, displaying or otherwise conveying personal messages in writing or illustration, unless such a message has been approved in advance by the AFL League Office. Items such as armbands and jersey patches worn to celebrate anniversaries</p>	<p>1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension</p>

to promote charities, to recognize causes and campaigns, or to honor or commemorate any person are prohibited unless approved in advance by the AFL League Office.	
<p>General Appearance Consistent with equipment and uniform rules, players must present a professional and appropriate appearance while before the public on game day. Among the types of activities that are prohibited are use of tobacco products (smokeless included) while in bench area and the use of facial makeup. The Referee is authorized to use his judgment in determining whether any other unusual appearance or behavior is in violation of this Section.</p>	1st offense: Written Warning 2nd offense: \$75 fine 3rd offense: \$150 fine, plus one game suspension 4th offense: \$300 fine, possible season suspension
Filing a complaint against player or team that is determined not to be true	\$500 per offense
Throwing, spiking, kicking ball into stands per game	1st ball: \$100 2nd ball or more: \$200 each per offense
Taking ball to bench, handing ball into stands, etc	1st ball- \$60 2nd ball or more: \$75 per offense
Player leaving bench during altercation	Maximum \$250 fine, plus possible suspension
Ejected player failing to leave bench area in timely manner within 3 minutes	Maximum \$200 fine

(PLAYER INITIALS) _____

Violence demonstration: Six-guns, Throat Slash, etc.	\$250 per occurrence; max of \$500 per game
Taunting: Players fouled for “taunting” will be fined up to stated amount	\$75 fine per occurrence max of \$150 per game
Leg Whip: Intentional blow/kick to the opponent will be deemed “with intent to injure an opponent.” In addition to a Personal Foul, player will be fined up to the stated amount	1st offense: \$150 fine and one game suspension 2nd offense: \$300 fine and possible 4 game suspension 3rd offense: \$500 fine plus possible season suspension
Blows to the Head: In addition to Personal Foul, player will be fined up to stated amount.	1st offense: \$150 fine and one game suspension 2nd offense: \$300 fine and possible 4 game suspension 3rd offense: \$500 fine plus possible season suspension

(PLAYER INITIALS) _____

EXHIBIT 3



2019 Membership Form And Authorization

I wish to be a member in good standing and represented by the Arena Football League Player's Union (AFLPU) for the purposes of collective bargaining. I authorize the AFLPU to have access to any medical records or other information needed to administrate any grievances or other CBA/SPC issues on my behalf.

In accordance with the AFL/AFLPU CBA, I authorize Arena Football 1 / Arena Football League ("AFL") or agent of AFL, to deduct from my weekly compensation the amount equal to the initiation fee, dues and assessments required for membership in the Union or Agency Fees and to remit these sums to the Union as specified by Section 4.2 of the Collective Bargaining Agreement ("CBA") between AF1/AFL and the Union. I understand that my total Dues are a combination of any dues, initiation fees and assessments. The AFLPU may modify my initiation fees and assessments by reducing my initiation fee and/or assessments and increasing my weekly/monthly deduction, prorated weekly over the remaining regular season weeks. I understand the included "Notice to Employee's Subject to Union Security Clauses" in this authorization form.

This assignment, authorization and direction ("Authorization") is irrevocable for one (1) year from the date of signing it or until expiration of the CBA, whichever occurs first. I further agree and direct that this Authorization be automatically renewed and be irrevocable for successive one (1) year periods or during the term of any succeeding CBA, whichever is sooner, unless I provide written notice to the Union not more than twenty (20) days and not less than ten (10) days (a) before expiration of each one (1) year period or (b) before expiration of each applicable CBA, whichever occurs first. I understand that, to the extent permitted by law, membership in the Union and payment of Union dues, initiation fees and assessments or Agency Fees is a condition of my employment and that the AFL may not approve my Standard Player Contract unless I sign this authorization.

By signing below, I authorize AF1/AFL to deduct Union dues, initiation fees and assessments or Agency fees from my weekly compensation in accordance with the AFLPU, Collective Bargaining Agreement and Standard Player Contract.

This authorization is made pursuant to Section 302(c) of the Labor Management Relations Act of 1947.

Signature

EMAIL PLEASE PRINT CLEARLY

Print Name

Date

Street Address

Apt#

City

State Zip

NOTICE TO EMPLOYEES SUBJECT TO UNION SECURITY CLAUSES

This Notice is for employees working in the United States or Internationally under an Arena Football League Players Union (AFLPU) represented Arena Football League contract and/or Standard Players Contract (SPC) containing a union security clause: you are required, as a condition of employment, to pay dues or fees to the Union. The obligation stated in this Notice is the only obligation under such clause regardless of the wording of the clause. Individuals who are members pay dues, while individuals who are nonmembers pay equivalent fees. These dues or fees, which are authorized by law, are your fair share of sustaining your Union's broad range of programs in support of you and your coworkers. Nonmembers may file objections to funding expenditures that are not germane to the collective bargaining process and thereby be obligated to pay fees representing only expenditures germane to the collective bargaining process. Only if you are not a member of the Union or if you resign your membership, and in either case, file an objection to the funding of expenditures that are not germane to the collective bargaining process, may you pay fees representing only expenditures germane to the collective bargaining process. FAILURE OR OBJECTING TO PAY DUES OR FEES DOES NOT WAIVE YOUR DUTY TO PAY AND THE UNION SHALL SEEK TO RECOVER ANY MISSED OR AVOIDED DUES OR FEES ACCORDING TO THE CBA/SPC AND APPLICABLE LAWS. However, if you resign your membership, the many rights and opportunities available to Union members will not be open to you. For example, if you resign your membership you will no longer be able to:

- Vote on the terms of your CBA/SPC contract or Participate in strike votes;
- Participate in the development of contract proposals according to the AFLPU Constitution; including but not limited to any Salary Cap, Retired Player or Healthcare proposals which may affect your wages, hours and working conditions
- Nominate, vote for, or serve as an officer of your Local Union;
- Enjoy discounts and other benefits available only to members, including but not limited to eligibility for AFLPU Working Advantage, Union Plus discounts and participate in any Arena Players Inc. licensing compensation payments, apparel and sponsorship opportunities.

Expenditures germane to the collective bargaining process ("chargeable" expenditures) represent that portion of the Union's expenditures but not limited to amounts devoted to collective bargaining, contract administration, grievances and arbitration, and other matters affecting wages, hours, and other conditions of employment. Examples of "chargeable" expenditures include: the costs of negotiations with employers; contract administration expenses; communication with employers in regard to work-related issues; handling employees' work-related problems through the grievance and arbitration procedure; and Union administration. Examples of expenditures not germane to the collective bargaining process ("non-chargeable" expenditures) include but are not limited to: expenses made for community services; Political Contributions if any and for benefits available only to members and their families. Individuals who choose to file an objection will receive a rebate of their fees equal to the percentage of the Local Union's expenditures that is spent on non-chargeable expenses if any. Individuals who choose to file objections to funding expenditures that are not germane to the collective bargaining process should file them in writing to: AFLPU 105E Waxhaw Professional Park, STE 100 Waxhaw, NC 28173. Attention: Executive Director. The objection must include the objector's name, home address, social security number, work location, telephone number. In order for an objection to be recognized at this time, it must be postmarked during the month of July, except that new hires who choose not to join the union may also submit their objection postmarked within thirty (30) days of being compelled to pay dues or fees to the Union or within thirty (30) days of the new hire's executing and filing an AFL SPC with the AFL, and except that newly resigned members may also submit their objections postmarked within thirty (30) days from the receipt by the Union of the resigning member's letter of resignation. All objections will be effective on the first day of the month following the month in which the objection was received by the Union. Any challenge a nonmember makes may be coordinated or consolidated with other challenges to the Union determinations before a single arbitrator selected by the Union in order based on the Arbitrators availability with the soonest available date from the then current list of AFL/AFLPU selected Arbitrators. Should more than 1 arbitrator have the soonest available date open the arbitrator selected initially shall be selected in alphabetical order using their last name and subsequent selections shall be use the same process regardless if the same arbitrator is designated for subsequent hearings. Such challenges may also be coordinated or consolidated with challenges to other Union classifications or calculations. Challengers must notify the AFLPU Executive Director at 8180 Regent Parkway, STE 108, Fort Mill, SC. 29715, in writing, of any challenge they wish to make through this arbitration procedure. Such notification must be received by the Executive Director within thirty (30) days of the challenger's receipt of a letter from the Union informing the challenger of the amount. That challenge should specify which amounts from the Union are being challenged. The Unions shall bear the burden of justifying their amounts. If a hearing at which the parties or witnesses may be present is held by the arbitrator, it will be held at a location most convenient to the Union and Challengers or Chicago, Illinois if a mutually convenient location is not agreed upon at least 30 days from the arbitration date. The cost of any arbitration proceedings will be paid for by the Union. However, a challenger will have to pay his or her own lost time and travel expenses, and the fees, costs, and expenses of any persons they involve in the proceedings. Once a written challenge is received from an objector, the Local Union will place an amount equal to the challenged portion into an interest-bearing escrow account. It shall remain in that account until the arbitrator issues a decision. All objectors designated in the arbitration which are affected by the decision of the arbitrator will then pay the adjusted fee amount, if any determined by the arbitrator. If the arbitrator approves the Unions' classifications and/or calculations, the escrowed money and interest will revert to the Union.

EXHIBIT 4


AGREEMENT RE SCHEDULING ARBITRATION DATES AND SELECTING CASES FOR ARBITRATION

A. Scheduling Arbitration Dates

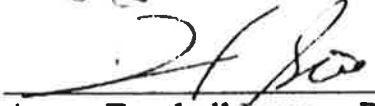
1. Administration of the arbitration scheduling procedure will be the responsibility of Mediation Research and Education Project, Inc. (MREP). All communications between the parties and the arbitrators regarding scheduling matters will go through MREP. There is to be no direct contact between the arbitrators and the parties regarding scheduling.
 - The contact person at MREP is Executive Director Melissa Cryder. Melissa's telephone number is 872-206-5524. Her e-mail address is melissa.cryder@gmail.com.
 - The MREP fee is \$200.00 (\$100.00 per party) for each hearing date it schedules. This fee includes all telephone charges incurred in scheduling.
2. Arbitration hearings will be held on 2 days (consecutive if possible) of each month, and will be scheduled in 4-month blocs.
3. In month 1 of each 4-month bloc, the hearing schedule for the following 4-month bloc will be established. At that time, the parties will be responsible for providing MREP with two pairs of consecutive hearing dates in each month during which both parties are available for hearings. (You will be contacted in June 2017 regarding available dates for October 2017-January 2018.) .
4. MREP will contact the arbitrators to determine their availability on the dates provided by the parties. MREP will then schedule arbitrators to hear cases based upon their availability to do so on the dates provided by the parties. Every effort will be made to equalize hearing dates among the arbitrators, but doing so will be secondary to selecting arbitrators who are available on the parties' available dates.
5. MREP will advise both the parties and the arbitrators of the dates on which arbitration is scheduled for the next 4-month bloc. The parties will not be advised which arbitrator is assigned to each date; the arbitrators will not be advised which case(s) they are to hear on each date assigned to them.

B. Selecting Cases for Arbitration

1. The parties will prepare a list of grievances to be scheduled for arbitration. Grievances are to be scheduled for arbitration in the order in which they were filed, subject to the requirement that a timely request for arbitration was made. The parties may change the order in which cases are to be heard only by mutual consent.
2. The parties will assign two cases, in the order on which they appear on the list, for each scheduled hearing date. This will be done on a month-to-month basis.
3. There will be one primary case and one secondary case for each scheduled hearing date. Assuming two consecutive hearing dates, the first two cases on the hearing list will be the two primary cases, the next two cases on the list will be the two secondary cases.
4. The arbitrator will hear the primary case scheduled for each date. The secondary case will be heard only if the primary case is canceled at least 7 days prior to the scheduled hearing date. In the event that the primary case is canceled less than 7 days before the scheduled hearing date, that date will be canceled, and no case will be heard on that date, except by mutual consent. In the event that a scheduled hearing date is canceled, each party shall pay an equal share of the arbitrator's cancellation fee for that date.
5. A secondary case not heard in the month it was scheduled for hearing shall become a primary case in the next month scheduled for hearings.



Arena Football League
(Joe Kleinsmith) May 22, 2017
Date

 EXECUTIVE DIRECTOR 5-16-2017
Date

Arena Football League Players' Union
JUAN F. SOTO