

ARTICLE II

GOVERNING AGREEMENT

Section 1. Conflicts: The provisions of this Agreement supersede any conflicting provisions in any AFL Player Contract, AFL Rules, Team Rules, or any other document affecting terms and conditions of employment of players, and all players, Teams, the AFLPA and the AFL will be bound hereby. The provisions of the Settlement Agreement shall supersede any conflicting provisions of this Agreement during such time as *Guidry v. AFL* is pending. The parties hereto acknowledge that the *Guidry* Settlement Agreement provides that the court in *Guidry v. AFL* retains jurisdiction over that agreement solely for the purposes of supervising the collection and distribution of the settlement fund in that action, that the court in *Guidry* does not retain jurisdiction to supervise the other terms and conditions of that agreement, and that the jurisdiction of the *Guidry* court shall cease upon final distribution of the settlement fund.

Section 2. Implementation: The AFLPA and the AFL will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by players and Teams. The AFLPA will use its best efforts to see that the terms and conditions of all AFL Player Contracts are carried out in full by players, and the AFL will use its best efforts to see that the terms and conditions of all AFL Player Contracts are carried out in full by Teams.

Section 3. Management Rights:

(a) The AFL and the Teams maintain and reserve the right to manage and direct their operations in any manner whatsoever and to make reasonable rules for the operation of the Arena Football League and its Teams, except as limited by the provisions of this Agreement and the Settlement Agreement.

(b) The AFL shall provide the AFLPA with a copy of any proposed changes in playing or other rules adopted by the AFL in accordance with Paragraph 14 of the AFL Player Contract that affect the terms and conditions of employment of AFL players in advance of their implementation. The AFLPA shall raise any objections to such rule changes, in writing, within thirty (30) days of its receipt thereof (but shall make good faith efforts to respond sooner when requested to do so).