

ARTICLE I

DEFINITIONS

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

(a) “Accrued Season” means any playing season during which the player accrued or accrues four (4) or more games in any League Year, with such accrual including any of the following: (i) regular season games in which the player was on the 24-Man Roster of a Team; (ii) regular season games during which the player was on a Team’s Injured Reserve list so long as the player was on the 24-Man Roster of a Team for at least one game; and (iii) post-season games in which the player was on the 24-Man Roster or Injured Reserve list so long as the player was on the 24-Man Roster of a Team for at least one game during the regular season.

(b) “Active List” means the roster submitted by a Team to the officials prior to any game of the Team listing the players who are eligible to participate in the game, which shall number between eighteen and twenty absent the prior written consent of the AFLPA.

(c) “AFL” or “Arena Football League” means Arena Football League, LLC, all of its current Teams, and any future Team admitted to the AFL.

(d) “AFL All-Star Game” means an all-star game played by AFL players.

(e) “AFLPA” means the Arena Football League Players Association.

(f) “AFL Player Contract” means the form of player contract which shall be utilized in the AFL, and which is attached hereto as Exhibit A.

(g) “AFL Practice Squad Contract” means the form of Practice Squad Player contract which shall be utilized in the AFL, and which is attached hereto as Exhibit B.

(h) “AFL Rules” means the rules set forth in the 2003 AFL Rule Book (but not including the Appendices thereto), to the extent that such rules relate to the terms and conditions of employment of AFL players, and any modifications thereto that the AFLPA has not objected to pursuant to Article II, Section 3(b).

(i) “AF2” means the Arena Football 2 League, all current teams of Arena Football 2, and any future team admitted to Arena Football 2.

(j) “Agreement” means this Collective Bargaining Agreement, dated January 9, 2004, including all Exhibits thereto.

(k) “Arena Bowl” means the annual Arena Football League championship game held at the end of the Arena Football League post-season.

(l) “Bye Week” means a week during the Season for a Team in which the Team is not scheduled to play although other Teams are scheduled to play, provided that such weeks in the post-season shall only be “Bye Weeks” for Teams that are still in the playoffs.

(m) “CFL” means the Canadian Football League.

(n) “Commissioner” means the Commissioner of the AFL.

(o) “Compliance Period” has the meaning ascribed to it in Article XIX, Section 2(a) hereof.

(p) “Deferred Compensation” means any compensation guaranteed to a player that is to be paid after his contract expires.

(q) “Defined Gross Revenues” or “DGR” means all of the revenues that are included within the definition of Defined Gross Revenues, as set forth in Article XIX, Section 1(a).

(r) “Football-related Services” means those services required of a player pursuant to his AFL Player Contract related to his employment as a skilled football player.

(s) “Franchise Player” means a player given such designation pursuant to Article XVII.

(t) “Free Agent” means a player who is not under contract and is free to negotiate and sign an AFL Player Contract with any Team.

(u) “Guaranteed League-Wide Player Compensation” means the minimum amount that the Teams in the AFL must collectively pay in Player Compensation during a League Year as set forth in Article XIX, Section 3.

(v) “Housing Costs” means the cost of a player’s lodging provided by his Team, as set forth in Article XXX, Section 11.

(w) “Inactive List” means the roster submitted by a Team to the officials prior to any game of the Team listing the players on its 24-Man Roster who are ineligible to participate in the game.

(x) “Injured Exempt” means the category of player classification by any Team for players who are under contract with that Team, but who, according to Team doctors (or to a Neutral Physician, in the case of any dispute concerning the player’s status) will be unable to perform their Football-related Services at any time during the Season in question and who are no longer eligible for Injured Reserve status. (A player classified “Injured Exempt” shall be removed from the Reserve List upon presentation to the League Office of an acceptable physician’s opinion (or a determination by a Neutral

Physician) that the player is able to and cleared to perform the Football-related Services required of him pursuant to his AFL Player Contract).

(y) “Injured Reserve” means the category of player classification by Teams for players who have been injured while performing Football-related Services, and have been placed on the Injured Reserve list by written notice to the AFL.

(z) “Injured Reserve Compensation” means the Salary paid to a player on a Team’s Injured Reserve list pursuant to Article XII.

(aa) “Injury Grievance” has the meaning ascribed to it in Article X, Section 1 hereof.

(bb) “International Player” means any player: (a) who is not a U.S., Canadian or Mexican citizen and whose principal residence is outside the United States (including its territories and/or its protectorates), Canada and Mexico, or who is a Mexican citizen who has not played any college football in the United States, and (b) who is not on the 24-Man Roster of a Team.

(cc) “IR Compensation Reserve” means the amount counted against a Team’s Salary Cap to be calculated in accordance with Article XIX, Section 5(f).

(dd) “League” or “League Office” means the Office of Arena Football League, LLC, located at 20 North Wacker Drive, Suite 1231, Chicago, Illinois 60606 and/or the Office of the Commissioner, located at 105 Madison Avenue, 9th Floor, New York, New York 10016, or such other office the AFL may designate in writing as such to the AFLPA.

(ee) “League Suspended” means the category of player classification for players who have been suspended by the League as permitted by this Agreement. A player shall be placed on his Team’s Reserve List under this classification when he is suspended by the League, and must be removed at such time as the suspension lapses or is otherwise terminated.

(ff) “League Year” means the period from July 1 through and including June 30 of the next calendar year (except for the 2003 League Year, which will run from September 1, 2002 through June 30, 2003), or such other period agreed upon by the AFL and the AFLPA. For example, the 2004 League Year will run from July 1, 2003 through June 30, 2004.

(gg) “Left Squad” means the category of player classification by any Team for players who are under contract with that Team and who attend training camp but who, at any time between the first day of Pre-Season Training Camp and the end of the Team’s season (regular season or post-season, as applicable) either (i) inform the Team that they are leaving the Team and then refuse or fail to perform the Football-related Services required of them under their respective AFL Player Contracts; (ii) fail to report to team functions (including, but not limited to, practices and games) for at least five (5) consecutive workdays; and/or (iii) refuse to perform the Football-related Services

required of them under their respective AFL Player Contracts for at least five (5) consecutive workdays; in all cases without such actions being excused by the Team and where such players do not qualify under either Injured Reserve or the Team's Reserve List under another category. (A player may only be classified "Left Squad" at the request of the Team and may not be removed from the Reserve List until he has served at least two weeks with that classification).

(hh) "Minicamp Salary" means the Salary paid to a player for any day he participates in minicamp.

(ii) "Minimum Salary" or "Minimum Regular Season Per Game Salary" means the minimum Regular Season Per Game Salary which shall be paid to a player not on a Practice Squad or Injured Reserve or a Team's Reserve List as provided in Article XXX, Section 1.

(jj) "Minimum Team Salary" means the minimum amount that each Team in the AFL must collectively pay in Team Player Compensation during a League Year as set forth in Article XIX, Section 4.

(kk) "National League Licensing" has the meaning ascribed to it in Article VII-A.1(c) hereof.

(ll) "NBC" means the National Broadcasting Company.

(mm) "NBC Contract" means the contract in effect as of the date hereof between NBC and the AFL, dated April 25, 2003, concerning the telecasting of AFL games on NBC, but not including any future amendments or extensions thereof.

(nn) "Negotiate" means, with respect to a player or his representatives on the one hand, and a Team or its representatives on the other hand, to engage in good faith written or oral communication relating to efforts to reach agreement on employment and/or terms of employment between such player and such Team.

(oo) "Neutral Physician" shall have the meaning ascribed to it in Article X, Section 2.

(pp) "NFL" means the National Football League.

(qq) "NFLE" means NFL Europe.

(rr) "Non-football-related Services" means those services required of a player that are unrelated to his employment as a skilled football player.

(ss) "Off-Season Roster" means the roster of players that a Team may maintain from the beginning of each League Year until the day before Pre-Season Training Camp begins.

(tt) “Option Clause” means any clause that authorizes an extension or renewal by a Team of an AFL Player Contract beyond its stated term.

(uu) “Other League Exempt” means the category of player classification by any Team for players who have left the Team to go to another league pursuant to Article XV, Section 3 hereof.

(vv) “Performance Incentive” means any compensation contingent upon player or Team performance, or the occurrence of another AFL-related event or a player academic-related event (e.g., a bonus payable upon the player’s graduation from college).

(ww) “Performance Incentive Reserve” means the amount expected by a Team at the beginning of a Season to be paid in Performance Incentives to that Team’s players, calculated as set forth in Article XIX, Section 5(e).

(xx) “Physically Unable To Perform” means the category of player classification by any Team for players who cannot perform the Football-related Services required under their AFL Player Contracts due to an injury sustained other than while performing services pursuant to that contract. A player classified as “PUP” shall be removed from the Reserve List when he is able to perform the Football-related Services required under his AFL Player Contract (with any dispute concerning the player’s status to be determined by a Neutral Physician).

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

(zz) “Player Benefits” means the specific benefits paid to players pursuant to Article XIX, Section 1(b).

(aaa) “Player Compensation” is defined as set forth in Article XIX, Section 1(c)(iii).

(bbb) “Player Salary” or “Player Salaries” are defined as set forth in Article XIX, Section 1(c)(i).

(ccc) “Post-Season Awards” means the following awards: Offensive Player of the Year, Defensive Player of the Year, Ironman of the Year, Lineman of the Year, Kicker of the Year, and Rookie of the Year, and any other award(s) agreed upon by the AFL and the AFLPA.

(ddd) “Post-Season Performance Incentive Reserve” means the amount expected at the beginning of the Season to be paid in post-season incentive compensation to be calculated as set forth in Article XIX, Section 5(e).

(eee) “Post-Season Per Game Salary” means the Player Salary paid to a player per game during the Arena Football League post-season.

(fff) “Practice Squad” means the roster of up to four (4) non-International Players and up to two (2) International Players whom a Team may sign in addition to those on its 24-Man Roster, as provided in Article XXVI.

(ggg) “Practice Squad Salary” means the per week Salary paid to a Practice Squad player.

(hhh) “Pre-Season Game” means any game held after commencement of Pre-Season Training Camp and prior to the opening of the Team’s regular season schedule.

(iii) “Pre-Season Per Game Salary” means the Salary paid to a player for a week in which his Team plays a pre-season game as provided in Article XXIX.

(jjj) “Pre-Season Training Camp” means the training camp held by any Team as provided in Article XXIX before the regular season begins.

(kkk) “Pre-Season Training Camp Roster” means the roster of players a Team has during Pre-Season Training Camp.

(lll) “Pre-Season Training Camp Salary” means the Salary paid to a player during Pre-Season Training Camp for any week in which his Team does not play a Pre-Season Game as provided in Article XXIX.

(mmm) “Projected Benefits” means the amount of Player Benefits projected in accordance with the rules set forth in Article XIX, Section 1(b).

(nnn) “Projected Defined Gross Revenues” or “Projected DGR” means the amount of Defined Gross Revenues projected in accordance with the rules set forth in Article XIX, Section 1(a).

(ooo) “Refused to Report” means the category of player classification by any Team for players who are under contract with that Team, but who have failed to report to the Team at the beginning of a Season or during a Season upon acquisition by the Team of contractual rights to the player. (A player classified “Refused to Report” shall be removed from the Reserve List by his Team immediately upon the player reporting to the Team to perform the Football-related Services required by his AFL Player Contract.)

(ppp) “Regular Season Per Game Salary” means a player’s regular season Salary set forth in his AFL Player Contract, or in any amendments thereto, for weeks in which his Team plays a regular season game.

(qqq) “Renegotiate” means any change in Player Compensation or the terms under which such Player Compensation is earned or paid, or any change in the term of an AFL Player Contract in accordance with Article XIV, or any change regarding the Team’s right to trade the player during the term of an AFL Player Contract.

(rrr) “Reporting Bonus” means any compensation, in addition to Salary and/or Performance Incentives, payable to a player for reporting to Pre-Season Training Camp

in a timely manner, that a player may be entitled to receive pursuant to his AFL Player Contract.

(sss) “Required Tender” shall have the meaning ascribed to it in Article XVI, Section 7(b).

(ttt) “Reserve List” means the various categories of players set forth in Article XV, Section 1 who, in accordance with the rules set forth in Article XV, may be temporarily placed in a non-pay status.

(uuu) “Retired” means the category of player classification by any Team for players who have notified the AFL in writing, in a form agreed upon by the AFL and the AFLPA, that they have retired from playing arena football and do not intend to perform Football-related Services under any current or future AFL Player Contract. (Players classified “Retired” may not be removed from the Reserve List during the balance of the Season in which the retirement notice was given.)

(vvv) “Rookie” means a person who has never been on a 24-Man Roster or on Injured Reserve with any AFL Team in any prior League Year.

(www) “Room” means the extent to which a Team’s then-current total Player Compensation is less than the Salary Cap.

(xxx) “Round One” means any round of the Arena Football League post-season in which more than eight teams remain eligible to compete for a position in the Arena Bowl.

(yyy) “Round Two” means the round of the Arena Football League post-season in which eight teams remain eligible to compete for a position in the Arena Bowl.

(zzz) “Round Three” means the round of the Arena Football League post-season in which four teams remain eligible to compete for a position in the Arena Bowl.

(aaaa) “Salary” means any weekly monetary compensation received or receivable by the player pursuant to his AFL Player Contract.

(bbbb) “Salary Cap” means the absolute maximum amount of Player Compensation that each Team may pay or be obligated to pay or provide to players or Player Affiliates, or may pay or be obligated to pay to third parties at the request of and for the benefit of players or Player Affiliates, in accordance with the rules set forth in Article XIX.

(cccc) “Season” means the time period from a League Year’s first Team minicamp through that League Year’s Arena Bowl.

(dddd) “Settlement Agreement” means the Stipulation and Settlement Agreement, as amended, in *Guidry v. Arena Football League, L.L.C.*, Civil Action No. 00-533 (JCL) (D.N.J.).

(eeee) "Signing Bonus" means any compensation that a player receives for the signing of his AFL Player Contract.

(ffff) "System Arbitrator" means the arbitrator appointed and authorized by this Agreement to hear and resolve all disputes (other than Injury Grievances) as provided in this Agreement.

(gggg) "Team" means any entity or person that is a member of the Arena Football League or operates a team in the Arena Football League at any time during the term of this Agreement.

(hhhh) "Team Affiliate" means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a Team or any owner of a Team.

(iiii) "Team Rules" means the rules adopted from time to time by any Team consistent with Paragraph 14 of the AFL Player Contract.

(jjjj) "Team Suspended" means the category of player classification by any Team for players who have been suspended without pay by the Team consistent with this Agreement, including but not limited to Paragraph 14 of the AFL Player Contract (Exhibit A hereto) and the maximum discipline schedule of Exhibit D hereto. A player shall be placed on his Team's Reserve List under the classification when he is suspended by the Team, and must be removed at such time as the suspension lapses or is otherwise terminated.

(kkkk) "TNN" means The National Network.

(llll) "Travel Expenses" means the transportation costs necessarily and reasonably incurred in transporting a player from his regular residence to minicamp or Pre-Season Training Camp.

(mmmm) "Veteran" means a player who has at any time signed an AFL Player Contract who is not a Rookie.