COLLECTIVE BARGAINING AGREEMENT

Between

MAJOR LEAGUE SOCCER

And

MAJOR LEAGUE SOCCER PLAYERS UNION

December 1, 2004 – January 31, 2010

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THIS COLLECTIVE BARGAINING AGREEMENT ("CBA"or "Agreement") made as of the 1st day of December, 2004, by and between MAJOR LEAGUE SOCCER, L.L.C. ("MLS") and the MAJOR LEAGUE SOCCER PLAYERS UNION (the "Union").

It is the general purpose of the CBA to promote the mutual interests of MLS, the Union and the Players and to allow for the operation of the League in a manner that will promote, to the fullest extent possible, the business of MLS and the growth of professional soccer in the United States.

ARTICLE 1

RECOGNITION AND UNION ACCESS

Section 1.1 **Recognition:** MLS recognizes the Union as the exclusive bargaining representative of all present and future players employed as such in the League (with the exception of players who are not signatory to an SPA or a Non-Guaranteed Call-Up Agreement and who play for a Reserve Team or in a Reserve Team Match and are not paid for their participation), but not including any other MLS employees. MLS and the Union agree that, notwithstanding the foregoing, such Players may, acting individually or through a player-agent, on an individual basis, bargain with MLS with respect to and agree upon terms over and above the minimum requirements established by this CBA, to the extent not inconsistent with this CBA (including the Standard Player Agreement ("SPA") and any other Exhibits hereto).

Section 1.2 **Union Access**: Each year, appropriate staff members of the Union shall be given stadium, press box and locker room passes for pre-season, regular season, post-season and any exhibition games. The Union may hold meetings with the players of each Team, provided that the relevant Team's General Manager has approved the arrangements for each meeting, and that no such meeting shall interfere with the training, practice or operation of the Team. Approval for Union meetings shall not be unreasonably denied. During any annual scouting combine, the Union will be permitted, at its expense, to present a one-hour orientation for all of the Players attending the session, and Union officials will be allowed to attend the annual MLS SuperDraft and provide information to Players at the SuperDraft in a manner that does not interfere with MLS's ability to conduct the SuperDraft.

ARTICLE 2

DEFINITIONS

(i) "CBA" means this Collective Bargaining Agreement between MLS and the Union, including any and all exhibits and side letters, and any successor agreements thereto.

(ii) "Commercial Affiliates" means all MLS or Team sponsors, product/service companies, suppliers, licensees or other entities granted by MLS a license to use MLS or Team trademarks or other commercial identification rights in connection with MLS.

(iii) "Commissioner" means the commissioner of the League.

(iv) "Competition Guidelines" means the MLS Competition Guidelines Manual for the 2003 MLS season, as it may be amended from time to time in MLS's sole discretion.

(v) "Compulsory Game" or "Compulsory Tournament" means a game or tournament in which CONCACAF, FIFA or USSF requires MLS to participate.

(vi) "Contract Guarantee Date" means the date on or after which a Semi-Guaranteed Contract may not be terminated by MLS for the reasons set forth in Section 18.7 of this CBA. Unless otherwise agreed between a Player and MLS, the Contract Guarantee Date shall be July 1; provided, however, if agreed to by the Player, MLS may extend the Player's Contract Guarantee Date, for twice the number of Players as there are Teams in the League in each League Season (e.g., if there are ten Teams in the League, MLS may extend the Contract Guarantee date for up to twenty (20) Players).

(vii) "Developmental Player" means a Player who signs a non-guaranteed contract; this term includes Developmental Players and Senior Developmental Players.

(viii) "Development Squad" means the development squad (if any) of MLS or the Team or a second or third division team with which MLS or the Team has a relationship for the development and/or exchange of players.

(ix) "Expiration Date" of a Standard Player Agreement means the date on which such SPA expires, as set forth in the Schedule to the SPA, not including any option periods.

(x) "FIFA" means the Federation Internationale de Football Association.

(xi) "Guaranteed Contract" or "Guaranteed Standard Player Agreement" means an SPA that may not be terminated by MLS solely because of the quality of the Player's on-field performance or the fact that the Player may have sustained an injury during the performance of his duties as an MLS Player.

(xii) "Immediate Family" shall mean the Player's current spouse and the Player's dependent unmarried children under the age of eighteen.

(xiii) "Independent Physician" means a doctor agreed upon by a doctor for a Team or the League and the Player's doctor, in the event of disagreement between them as to the player's condition or cause of such condition.

(xiv) "League" means the professional outdoor soccer league operated by MLS.

(xv) "League Season" or "Season" means the period in any year commencing on the date of the first regular season MLS game and ending on the date of the MLS championship game.

(xvi) "League Year" means the twelve-month period, currently from January 1 of one year through and including December 31 during which the League season is played.

(xvii) "Non-Compulsory Game" or "Non-Compulsory Tournament" means any game or tournament that is not a Compulsory Game or a Compulsory Tournament.

(xviii) "Non-Guaranteed Call-Up Agreement" means a player contract as set forth in Section 18.9.

(xix) "Official Equipment Supplier" means a supplier of athletic equipment to MLS. The number of Official Equipment Suppliers may increase or decrease during the term. A list of current Official Equipment Suppliers will be provided to the Union, and updated as needed.

(xx) "Operations Manual" refers to the MLS Operations Manual, as it may amended from time to time in the League's sole discretion.

(xxi) "Player" means a soccer player who is employed by the League.

(xxii) "Player Agreement" means the form SPA, along with any special covenants contained therein.

(xxiii) "Player Category" means the category ascribed to the Player in his Player Agreement.

(xxiv) "Player Handbook" means the MLS Player Handbook, as it may be amended from time to time in the League's sole discretion, a copy of which will be provided to the Player with his Player Agreement.

(xxv) "Pre-Existing Agreement" means any sponsorship or endorsement agreement relating to the Player in existence on the date the Player enters into a Player Agreement, and which is disclosed in such Player Agreement. The Player may not validly disclose an agreement as a "Pre-Existing Agreement" if such agreement was entered into in breach of the Player's obligations under any previous Player Agreement with MLS.

(xxvi) "Regular Season" means that part of the League Season extending from the opening game of the League schedule until the last game on such schedule, which is not an Exhibition, Playoff or Championship game.

(xxvii) "Related Entity" means, when used in reference to MLS or the Team Operator, (i) any individual, partnership, corporation, limited liability company, trust, estate or other entity (the "Entity") who directly or indirectly controls, is controlled by or is under common control with MLS or the Team Operator, (ii) any Entity who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to MLS or the Team Operator, or for which MLS or the Team Operator is an officer, partner, member or trustee or serves in a similar capacity, (iii) any Entity who, directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities of MLS or the Team Operator, or of which MLS or the Team Operator, directly or indirectly is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any member of the close family (which shall include for the purposes of this Article 2, Section xxiv, an individual's current spouse, parents, parents-in-law, grandparents, children, children-in-law, siblings, and grandchildren, or a trust or estate, all of the beneficiaries of which consist of such individual or such related persons) of MLS or the Team Operator.

(xxviii)"Reserve Team" means any team that is made up solely of Reserve Team Eligible Players and is designated by MLS as a Reserve Team.

(xxix) "Reserve Team Eligible Player" means (1) any player who is not paid for his participation in Reserve Team Matches and who is not signatory to an SPA or Non-Guaranteed Call-Up Agreement; or (2) any Player who is signatory to an SPA or Non-Guaranteed Call-Up Agreement provided, however, that no such Players shall play more than a combined total of 120 minutes in a Reserve Team Match and any preceding match(es) that occurred within 60 hours prior to such Reserve Team Match; provided further, that no such Player shall play more than a combined total of 90 minutes in a Reserve Team Match and any preceding match(es) that occurred within 36 hours prior to such Reserve Team Match.

(xxx) "Reserve Team Match" means any soccer match in which a Reserve Team participates.

(xxxi) "Semi-Guaranteed Contract" or "Semi-Guaranteed Standard Player Agreement" means an SPA that may be terminated by MLS pursuant to Section 18.7 prior to the Contract Guarantee Date of the year in which his Player Agreement is terminated, without further obligation on either party. If not terminated for such reasons prior to the Contract Guarantee Date of any year, the SPA may not be terminated for such reasons until the immediately following December 31.

(xxxii) "Soccer Camp" means any soccer camp, clinic or club sponsored or conducted by MLS or a Team or its licensee under a bona fide arrangement, or in which MLS or a Team or its bona fide licensee has a material financial interest.

(xxxiii)"Standard Player Agreement" or "SPA" means the form Standard Player Agreement attached hereto as Exhibit 1 and any addenda thereto.

(xxxiv) "Team" means the team in the League to which the Player is from time to time assigned. Where appropriate, such term shall be deemed to include a reference to the Team Operator of such Team.

(xxxv) "Team Operator" means the entity authorized by MLS to operate the Team on its behalf, and, where the Team is operated by MLS otherwise than through a separate entity so authorized, MLS itself.

(xxxvi) "USSF" means the United States Soccer Federation.

Certain terms used in this CBA are defined elsewhere herein, including the MLS Competition Guidelines Manual and other exhibits hereto.

ARTICLE 3

DURATION OF AGREEMENT

Section 3.1 **Term:** This CBA is effective beginning on the date it is executed by the parties and shall remain in full force and effect until midnight on the 31st day of January 2010, and shall remain in effect from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to January 31, 2010 (or of January 31 of any renewal year thereafter) of its intention to terminate or modify the CBA.

Section 3.2 **Binding Agreement:** In accordance with existing law, this CBA shall be binding upon and inure to the benefit of MLS, MLS Teams, the Union and all Players covered by this CBA, and their successors and assigns.

ARTICLE 4

UNION SECURITY AND CHECK-OFF

Section 4.1 **Membership**: Every Player has the option of joining or not joining the Union; provided, however, that as a condition of employment for the duration of this CBA and wherever and whenever legal:

(i) any Player who is or later becomes a member in good standing of the Union must maintain his membership in good standing in the Union; and

(ii) any Player who is not a member in good standing of the Union must, on the later of the 30th day following the ratification of this CBA or the beginning of his employment with the League, pay, pursuant to Section 4.2, below, or otherwise, an annual service fee in the same amount as the periodic dues.

Section 4.2 **Check-Off**: The League will deduct, semi-monthly, from the salary of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the Union. The Union shall advise MLS in writing as to the amount to be deducted for the 2004 season no later than thirty (30) days following the effective date of this Agreement, and for the following Seasons, no later than December 15 prior to each year. MLS shall forward the check-off monies to the Union by electronic transfer, with a ledger identifying the sources of the monies, within two weeks of each semi-monthly deduction. Each check-off authorization by a Player shall be in writing in the form prescribed (Exhibit 3), and shall be governed by the provisions hereof.

Section 4.3 **Enforcement**: Upon written notification to MLS by the Union that a Player has not paid any initial fee, dues or the equivalent service fee in violation of Section 4.1 above, MLS will raise the matter for discussion with the Player. If there is no resolution of the matter within seven (7) days, then MLS will, upon written request of the Union, suspend the Player without pay, wherever legal. Such suspension will continue until the Union has notified MLS in writing that the suspended Player has satisfied his obligation as contained in Section 4.1 above. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for failing to pay dues, fees or an agency service fee. Should such suspension continue for more than thirty (30) days, the League may, at its option, toll the player's SPA for the entire Season, such that the player shall owe an additional year of service under his SPA. During any such suspension or tolling of the Player's SPA under this Section 4.3, the Player shall be prohibited from playing professional soccer for any non-MLS team.

Section 4.4 **Indemnification:** Consistent with the Union's responsibility to obtain from players and file with the League written check-off authorizations, the Union shall be solely responsible for refunds to Players in the case of any sums deducted not in conformity with the provisions of the Union's Constitution and Bylaws or applicable law. Further, the Union shall indemnify MLS against, and hold them harmless from, any claim paid or incurred on account of any finding that a deduction or payment of any amount under Section 4.2, above, was wrongful

or invalid, so long as such deduction was made in accordance with the written check-off authorizations filed with MLS, and in the amounts the Union advised in writing.

ARTICLE 5

MANAGEMENT RIGHTS

Except as limited elsewhere by an express written provision of this CBA, MLS, in the exercise of its functions of management, shall in addition to its other inherent and legal rights to manage its business, including the direction and control of the Teams, have the exclusive right at any time and from time to time to take any action it deems appropriate in the management of its business, including but not limited to the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, sell or move and to determine the manner and the rules by which the Teams shall play soccer.

All of the rights which were inherent in MLS, as owner and operator of the business of Major League Soccer, or incident to the management thereof, which existed prior to the selection of the Union as exclusive bargaining representative by the Players and which are not expressly curtailed or contracted away by a specific provision of this CBA, including SPAs entered into subject to this CBA, are retained solely by MLS. MLS may take any action not in violation of any express provision of this CBA, any SPA, or law in the exercise of its management rights.

The parties recognize that Federation Internationale de Football Association ("FIFA") and the United States Soccer Federation ("USSF") have rights affecting the conduct of MLS's business, and that MLS may implement mandatory dictates of FIFA and/or requirements of the USSF without bargaining over the decision to implement such mandatory dictates. If such a mandatory dictate would result in (a) a change in a Player benefit under an existing rule or regulation; or (b) the adoption of a rule or regulation which would change a Player benefit under an existing rule or regulation or impose an obligation upon the Players which had not previously existed, MLS and the Union shall bargain in good faith over the effects of the implementation of such a mandatory dictate.

Except as such subjects are addressed elsewhere by this CBA, and without determining whether such subjects are mandatory or permissive subjects of bargaining under the National Labor Relations Act, during the term of this CBA, the Union expressly waives its right to bargain over: Provisions of the Player Handbook; Competition Guidelines provisions (except as otherwise provided in this CBA), including but not limited to establishment, termination, and definitions of and amendments to player classifications and categories; possible sources of MLS players and rules, regulations and procedures governing their assignment to MLS Teams; roster size; roster composition, including but not limited to the number of players within any classification or category, whether domestic or international, on a Team's roster; competition calendar dates (including but not limited to the roster freeze date, roster compliance date, waiver dates, draft dates and discovery dates); player and team salary budgets (including but not limited to the setting, administration and effect of minimum and maximum Team budgets and budgets attributable to individual players); player trade rules, regulations and procedures; player registration, transfer and loan rules, regulations and procedures; off-season training, competitions and tours; rules, regulations and procedures concerning MLS Player drafts (including but not limited to entry, waiver, supplemental and expansion and contraction drafts); player lottery system; other provisions in the Competition Guidelines Manual, which MLS may amend from

time to time in its absolute discretion, except to the extent that a subject of the Competition Guidelines is explicitly addressed in this CBA; Game format and playing rules; Play-off format, including but not limited to the number of games, the number and identity of participating teams, eligibility for playoff participation, playoff competition rules, All-Star game format, if any, and rosters; Player statistics maintained or deleted (except as to those statistics required to be maintained whether expressly or impliedly by a valid, unexpired SPA); Expansion or contraction of MLS, including any related draft rules, regulations or procedures (except as provided in Article 14, herein); Location of play or practice facilities; On-Field equipment and uniforms and regulations relating thereto; Stadium facilities for players (for play and practice), including but not limited to the field surfaces and other aspects of the facilities and access thereto. The provisions of this Article shall apply equally to any reserve league, Reserve Team or Development Squad of MLS, and any references in this Article to "Team" shall be deemed to include a Reserve Team or Development Squad.

ARTICLE 6

NO-STRIKE, NO-LOCKOUT

Section 6.1 **No Strike:** Neither the Union nor any Player shall authorize, encourage, or engage in any strike, work stoppage, slowdown or other individual or concerted interference with the activities of the League during the term of this CBA. Nor shall any Player decline to play or practice or fulfill his other obligations under his SPA or otherwise interfere with the activities of the League, or individually or in concert encourage any other Player to do so for any reason, including but not limited to because of picketing or a labor dispute involving any other labor organization. The Union shall not support or condone any action of any player that is not in accordance with this Section 6.1, and the Union shall exert all reasonable efforts to induce compliance therewith. In the event that a Player is acknowledged to have breached this Section 6.1, the Union may not assert a grievance on that Player's behalf in response to any resulting discipline, and may not otherwise defend that Player against any discipline or other actions taken in response to such breach.

Section 6.2 **Remedies for Breach**: To the extent otherwise consistent with this CBA, in the event that a Player who is party to a SPA declines to practice or play or fulfill his other obligations under his SPA for any reason, the Player shall forfeit his salary for the period of such refusal, unless the Player has a demonstrable short-term medical or family emergency. Should such refusal to practice or play continue for more than two (2) weeks following written notice to the Player and the Union from the League of such breach, the League may, at its option, toll the player's SPA for the entire Season, such that the player shall owe an additional year of service under his SPA. During any period of non-performance and/or suspension by the League or tolling of the Player's SPA, the Player shall be prohibited from playing professional soccer for any non-MLS team. MLS shall also retain the right to terminate the SPA of a Player who violates the provisions of this Article 6.

Section 6.3 **No Lockout:** The League shall not engage in a lockout during the term of this CBA.

ARTICLE 7

NO DISCRIMINATION

This CBA shall be applied to all Players without discrimination on the basis of religion, race, color, national origin, sex, sexual orientation, age, disability, marital status, or, except as provided in Article 4, membership or non-membership in or support of or non-support of any labor organization.

ARTICLE 8

PLAYER OBLIGATIONS

During the term of his employment under an SPA, a Player owes the following general duties and responsibilities to MLS:

Section 8.1 A Player shall devote whatever time is necessary to perform his duties as a player and promoter of soccer, the Team and MLS as set forth in this CBA, including the SPA. A Player shall at all times, and to the best of his ability, perform all of the duties that may be required of and from him pursuant to the terms of this CBA.

Section 8.2 Except as otherwise limited hereunder, a Player shall perform his duties and responsibilities at such place or places and at such times as may be designated by MLS. A Player's services may be assigned to the central MLS player pool or to any Team (or Reserve Team or Development Squad) in the League. Thus, a Player may be required to relocate within the United States or, if any Team is located there, Canada, in order to fulfill his duties under this CBA. MLS will notify the Player as to the Team to which he shall initially be assigned. Because MLS Teams compete nationally and may compete internationally, a Player may be required to travel in order to fulfill his duties under this CBA. The Player agrees to undertake such travel as may be required by MLS, in its sole and absolute discretion, and agrees that he shall travel in accordance with MLS's directions unless MLS requests that the Player make his own arrangements. Those Players with P-1 visas must give MLS two (2) weeks' advance notice of personal travel outside the United States, except in the case of emergencies that make such notice impracticable; MLS shall give each such Player written notice of this requirement upon his signing of an SPA and then annually, in the Player's native language if he is not fluent in English. A Player must maintain valid documents to be able to travel and otherwise perform his obligations (i.e. a valid U.S. passport or visa, travel authorization documents, etc.) MLS shall pay any immigration fees associated with the non-immigrant visa application process, including renewal fees (if the Player continues to be employed by MLS). MLS is not obligated to pay for, or assist in the process of obtaining, green cards or United States citizenship or passports or passport renewals. A Player who is unable to fulfill his responsibilities as an MLS player due to his failure to maintain valid travel and work documents is subject to suspension.

Section 8.3 A Player shall be available and promptly report for and fully participate in all of the training and practice sessions, meetings and games of the Team (or, if requested by MLS or the Team, the Development Squad or Reserve Team) and, if invited, the Player will practice and play for any MLS All-Star or select soccer teams, if any, (including any ancillary activities or competitions associated therewith) or any other MLS team in the League as a "guest player."

Section 8.4 **Media Appearances**: A Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with MLS 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 8.5, below, shall not apply to media appearances.

Section 8.5 **Promotional Appearances**: Upon request by his Team or MLS, a Player shall be required to make a reasonable number of promotional appearances on behalf of MLS, his Team and/or the game of soccer. A Player will be given at least five (5) days' advance notice of such appearance. These promotional appearances may include, but shall 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 MLS. For the avoidance of doubt, a Team or MLS may sell tickets to MLS games at such promotional appearances. No such promotional appearance shall be made on behalf of a commercial sponsor; nor shall such appearance require a Player to endorse or to give a testimonial for any product or service. No such promotional appearances shall be scheduled during a Player's day off. No Player shall be required to make more than four (4) promotional appearances in a year unless seven (7) other Players on the Player's Team have made at least three (3) promotional appearances during that year.

Section 8.6 **Commercial Appearances**: A Player shall not be obligated to make appearances for the primary purpose of promoting Commercial Affiliates or a commercial enterprise other than MLS or its Teams, but if he does so at the request of MLS, MLS shall pay the Player an appearance fee of $750 for each appearance the Player makes for a national Commercial Affiliate or commercial enterprise, and $250 for each appearance the Player makes for a local Commercial Affiliate or commercial enterprise, unless different fees are agreed to by the Player.

Section 8.7 **Soccer Camps**: At the request of MLS or the Team, a Player shall work one (1) day each year in a Soccer Camp (as defined in Article 2) as directed, without additional compensation. Additional Soccer Camp work may be made available to the Player by MLS or the Team, compensation for which will be as negotiated between the Player and MLS or the Team, provided, however, that such additional Soccer Camp work shall not be mandatory. For avoidance of doubt, where a Player appears at an event where the primary purpose of such appearance is the sale of tickets to MLS games, such appearance shall be a promotional appearance governed by Section 8.5, and not subject to the limitations in this Section 8.7. The Player also acknowledges and agrees that, because of the possibility that sponsoring, promoting, conducting or participating in or maintaining an ownership interest in non-MLS soccer camps may interfere with his obligations under this CBA and his Player Agreement and/or interfere with such Soccer Camps, he shall not sponsor, promote, conduct, participate in or maintain an ownership interest in any soccer camps during the Term of this CBA which compete with any Soccer Camp. For the purposes of this Section 8.7, a soccer camp shall compete with a Soccer Camp if such soccer camp which the Player is sponsoring, conducting, or participating in is located within forty-five (45) miles of a Soccer Camp regardless of the date or time such soccer camp is being conducted.

ARTICLE 9

MEDICAL EXAMINATIONS; INJURY GUARANTEE

Section 9.1 Medical Examinations and Information:

(i) Prior to the start and at the conclusion of each MLS season, Players shall submit to complete medical examinations by a physician designated by MLS, at times designated by MLS and at MLS's expense. The Player shall answer completely and truthfully all questions asked of him concerning his physical and mental condition.

(ii) In addition to the pre-season and post-season medical and physical examinations, Players may also be required to submit, on reasonable dates and times at the expense of MLS, to such reasonable additional medical examinations as may be requested by his Team or MLS

(iii) The Player is required to execute any authorizations required to release all of his medical records to MLS and/or Team physicians, officials, and to the workers' compensation insurance carrier of MLS. It is understood that medical information relating solely to the reasons why such Player has not been, is not or may not be rendering services as a Player may be released to the public by MLS or a Team. A medical information release in the form attached shall be executed by each Player during pre-season each year.

Section 9.2 Fitness to Play; Injury Guarantee:

(i) If MLS's physician determines that the Player is not fit to play professional soccer (unless such condition is the direct result of an injury sustained during the course of his employment as an MLS Player which, for purposes of this Section 9.2, shall include National Team duty):

(a) MLS shall have the right to suspend the Player's pay for the period of such disability or other lack of fitness;

(b) If the determination of unfitness to play is made during the Player's initial SPA and is made prior to the Player's first MLS game, MLS shall have the right to terminate the Player's SPA. If MLS elects to terminate the Player's SPA, MLS shall so notify the Player in writing within twenty (20) days after being advised by MLS's physician of the Player's unfitness to play. If MLS fails to provide such timely written notice, MLS shall be deemed to have accepted the Player subject to paragraph (a), above, and other terms and conditions of this CBA.

(ii) Subject to other provisions of this CBA, if the League or Team's doctor determines that a Player is unfit to play professional soccer due to an injury sustained during the course of his employment as an MLS Player under a current, valid SPA, MLS shall continue to pay the Player the compensation set forth in Paragraph 2 of his SPA, less any workers' compensation benefits, if any, awarded to the Player solely for lost wages for the period the Player is under contract with MLS, and not beyond:

(a) until the Expiration Date of his SPA, if the Player has a Guaranteed SPA; or

(b) until the next December 31, if the Player has a Semi-Guaranteed SPA.

(iii) If a Semi-Guaranteed Player who was unfit to play due to an injury sustained during the course of his employment with MLS is again found to be fit to play, but such finding of fitness to play is made after the Contract Guarantee Date or less than twenty-one (21) days before the Contract Guarantee Date, the Team shall have twenty-one (21) days from its receipt of notice of the Player's fitness to play to exercise its right to terminate the Player's SPA under Article 18.8 of this CBA, notwithstanding that receipt of such notice and/or exercise of the right to terminate may be later than the Contract Guarantee Date.

(iv) Unless otherwise payable to the Player pursuant to MLS's workers' compensation insurance, if any, or otherwise, should the Player be injured (including the aggravation of a preexisting injury) in the performance of his duties under this CBA during the Term of the Player's Employment, MLS shall be responsible (via health insurance or otherwise) for payment of the Player's reasonable hospitalization, medical and dental expenses necessarily incurred as a result of the injury. The Player agrees that all such treatment received by the Player shall be at the direction and prior written approval of MLS, the Team, and/or the workers' compensation insurance company of MLS.

Section 9.3 Disputes Concerning Player's Medical Condition or Course of Treatment:

(i) Any determination as to fitness to play professional soccer (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 MLS soccer 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/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/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 an Independent Physician selected by said doctors. In the event said doctors cannot agree on the doctor to be the Independent Physician, an appropriate qualified specialist shall be designated by the President of the state medical society in the state in which the Team is located.

(ii) Except as otherwise set forth in this Section 9.3(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 professional soccer due to an injury sustained during his employment as an MLS soccer 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 MLS 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 in violation of Article 16 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 soccer-related injury, the Player shall be entitled to request and receive a second opinion (which, provided the medical specialist giving it is within the geographical area in which the Team is located, shall be at MLS's expense) as to the advisability of such treatment. Should the two doctors disagree as to the appropriate course of treatment, the dispute shall be resolved by the Independent Physician. The Player shall be in breach of this CBA if he fails promptly to submit to treatment recommended hereunder by the League or Team doctor or, if applicable, the Independent Physician.

(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 for expedition of this process and will cooperate to that end. The Independent Physician is authorized only to make medical determinations.

Section 9.4 **Duty to Notify of Physical Condition**: The Player agrees immediately to notify the Team's coach, trainer or physician of any illness or injury contracted or suffered by him which may impair or otherwise affect, either immediately or over time, his ability to play skilled professional soccer.

ARTICLE 10

COMPENSATION AND EXPENSES

Section 10.1 **Collective Bargaining Agreement Signing Bonus**: All Players on the final playoff rosters on October 22, 2004, shall receive a one-time signing bonus. The amount of the signing bonus pool shall be $327,000, which shall be divided equally among the Players on such final rosters. The signing bonus shall be paid on or before December 31, 2004.

Section 10.2 **Minimum Salary**: The minimum annual base salary (excluding bonuses and other incentive compensation) for each year of a regular (i.e., not including Developmental or Non-Guaranteed Call-Up Players) Player's contract (pro-rated for the period of the Player's employment with MLS during such year) shall be as follows:

2005: $28,000
2006: $28,000
2007: $30,000
2008: $33,000
2009: $34,000

Section 10.3 **Developmental Players and Senior Developmental Players**:

(i) Developmental Players: The minimum monthly base salary (excluding bonuses and other incentive compensation) of Developmental Players (pro-rated for the period of the Player's employment with MLS for any part of a month) shall be as follows:

2005: $975
2006: $975
2007: $1,075
2008: $1,075
2009: $1,175

The above-stated minimum salaries for 2008 and 2009 are conditioned on implementation of a reserve team system by the end of the 2007 MLS Season. If such a system is not in place by that time, then minimum monthly salaries for Developmental Players will be $1,150 in 2008 and $1,275 in 2009.

(ii) Senior Developmental Players: The minimum monthly salary (excluding bonuses and other incentive compensation) of Senior Developmental Players (pro-rated for the period of the Player's employment with MLS for any part of a month) shall be as follows:

2005: $1,375
2006: $1,375
2007: $1,475
2008: $1,475
2009: $1,575

Senior Developmental Players are those players designated as such by MLS, provided that there shall be an average of at least one Senior Developmental Player per Team at all times that there are an average of at least two Developmental Players per Team.

Reserve system games may include players on Non-Guaranteed Call-Up Agreements and others not signatory to an SPA. The above-stated minimum salaries for 2008 and 2009 are conditioned on implementation of a reserve team system by the end of the 2007 MLS Season. If such a system is not in place by that time, then minimum monthly salaries for Senior Developmental Players will be $1,550 in 2008 and $1,675 in 2009.

Section 10.4 **Mid-Level Bonus:**

(i) 2005: Each Player with a base salary greater than $28,000 and less than $50,000 as of July 15, 2005 shall receive a bonus of $1,000 payable on the first pay period after July 15, 2005.

(ii) 2006: Each Player with a base salary greater than $28,000 and less than $50,000 shall receive a bonus of $1,000 payable on the first pay period after July 15, 2006.

(iii) 2007: Each Player with a base salary greater than $30,000 and less than $55,000 shall receive a bonus of $1,000 payable on the first pay period after July 15, 2007.

(iv) 2008: Each Player with a base salary greater than $33,000 and less than $55,000 shall receive a bonus of $1,200 payable on the first pay period after July 15, 2008.

(v) 2009: Each Player with a base salary greater than $34,000 and less than $55,000 shall receive a bonus of $1,200 payable on the first pay period after July 15, 2009.

Players signed after July 15 will not be eligible for any of the above-stated bonuses for such year.

Section 10.5 **Bonus Pools**: The following Team bonuses will be paid, with the allocation among players on the Team to be determined by the Team's players:

(i) MLS Champion: $165,000

(ii) MLS Runner-Up: $60,000

(iii) Regular Season Conference Champion: $31,000

(In lieu of, not in addition to, bonus for Qualifying for Playoffs.)

(iv) Qualifying for Playoffs: $15,000

(v) U.S. Open Cup Champion: $100,000
U.S. Open Cup Runner-Up $50,000

(U.S. Soccer will pay these bonuses or such other sums, if any, that U.S. Soccer may make available. If U.S. Soccer does not pay such bonuses, MLS will have no obligation to do so.)

(vi) Regular-Season Game Winner: $2,750

The Union will consult with MLS regarding distribution of the regular-season game winner bonus.

Notwithstanding the above, in the event of format changes, MLS and the Union shall meet and confer concerning amendments to the above bonus schedule. In no event shall the total dollar amount of the bonus pools decrease as a result of format changes (except as to those bonuses paid by U.S. Soccer).

(vii) Tournaments and Exhibition Games: If an MLS Team or MLS receives prize money by virtue of the Team's performance and/or participation in a compulsory tournament (i.e., where MLS is required to participate by U.S. Soccer, CONCACAF or FIFA), Players competing in that tournament will receive the following:

(a) if the Team or MLS receives up to $200,000 in prize money, fifty percent (50%) of such prize money; or

(b) if the Team or MLS receives prize money in excess of $200,000, the Players will receive 50% of the first $200,000 and thirty percent (30%) of amounts over $200,000, up to a maximum payment to the Players (collectively) of $200,000.

(c) With respect to the CONCACAF Champions Cup tournament, the following prize money shall be paid to each team, unless the amount in (a) or (b) above is greater, in which case the amount in (a) or (b) above shall be paid:

Team advances to quarter final:	$11,000
Team advances to semi-final:	$16,500 additional ($27,500 total)
Team advances to final:	$22,000 additional ($49,500 total)
Team wins final:	$27,500 additional ($77,000 total).

Notwithstanding the above, in the event of CONCACAF Champions Cup format changes, MLS and the Union shall meet and confer concerning amendments to the above bonus schedule. In no event shall the potential prize money decrease as a result of such format changes.

Neither MLS nor any MLS Team shall be required to pay Players a portion of any compensation MLS or the Team receives in conjunction with participation in a Non-Compulsory Tournament, but nothing in this CBA shall prohibit MLS or a Team, in its sole discretion, from voluntarily making payments to Players in connection with such tournaments.

Section 10.6 **Player Compensation Minimum Spend Guarantee:**

(i) For the purposes of this Section 10.6, Player Compensation shall mean the total cash compensation paid by MLS to the Players only for:

a. base salaries;
b. signing bonuses;
c. performance bonuses paid to players based on their individual performance;
d. termination pay, including any payments agreed upon between MLS and a Player and made in connection with the termination of his employment agreement;
e. automobile allowances;
f. housing allowances;
g. loyalty bonuses;
h. draft bonuses;
i. agents fees; and
j. marketing payments.

Player Compensation shall not include any other compensation paid to Players including, but not limited to:

a. MLS 401(k) contribution;
b. transfer fees;
c. option fees;
d. loan fees;
e. any group licensing payments, including those made in connection with the Group License Agreement between MLS and the Union;
f. the CBA signing bonus set forth in Section 10.1;
g. any tax liability costs in connection with any employment agreement where MLS indicated that it would be responsible for such tax liability;
h. employer taxes;
i. per diem payments;
j. local or national appearance fees;
k. relocation expenses;
l. reimbursed expenses;
m. insurance premiums or benefits;
n. performance bonuses paid to a Player based upon the performance of such Player's MLS Team;
o. workers' compensation payments;
p. any payment made to a Player by an entity other than MLS; and
q. visa or travel document fees.

(ii) For each year covered by this Agreement, MLS agrees that the Player Compensation shall be no less than the following:

(a) 2005: Player Compensation paid for 2004 plus $200,500.

(b) 2006: Player Compensation paid for 2004 plus $216,500.

(c) 2007: Player Compensation paid for 2004 plus $333,500.

(d) 2008: Player Compensation paid for 2004 plus $511,500.

(e) 2009: Player Compensation paid for 2004 plus $599,500.

(iii) As of the date of execution of this CBA, there are ten (10) Teams in the League. If during the term of this Agreement, MLS expands (or contracts) the number of Teams in the League, then the Player Compensation minimums set forth in Section 10.6(ii) for the year of such expansion (or contraction) and each subsequent year shall be increased (or decreased) by multiplying the amounts set forth above for such years by a fraction, the numerator of which shall be the number of Teams in the League after such expansion (or contraction), and the denominator of which shall be the number of Teams in the League prior to such expansion (or contraction).

(iv) If, during the term of this Agreement, MLS expands (or contracts) the number of roster slots above (or below) the level set forth in the 2003 Competition Guidelines (i.e., 18 Senior Players and 6 Developmental Players), the Player Compensation guarantees set forth above shall be adjusted as follows, provided, however, that in no event will the Player Compensation guarantees be reduced below the amounts set forth in Section 10.6(ii) hereunder as adjusted by Section 10.6(iii) hereunder:

(a) For each Developmental Player roster slot added (or eliminated), the Player Compensation shall be increased (or decreased) by (a) multiplying the developmental minimum salary by the number of Developmental Player roster slots added (or eliminated), then (b) multiplying the result in subpart (a) by the number of Teams in the League; and (c) adding (or subtracting) the result in subpart (b) to (or from) the Player Compensation guarantee for the year in which roster slots are expanded (or reduced).

(b) For each non-Developmental Player roster slot added (or eliminated), the Player Compensation shall be increased (or decreased) by (a) multiplying the minimum individual Player Compensation for a non-Developmental Player by the number of non-Developmental roster slots added (or eliminated), then (b) multiplying the result in subpart (a) by the number of Teams in the League; and (c) adding (or subtracting) the result in subpart (b) to (or from) the Player Compensation guarantee for the year in which roster slots are expanded.

(c) If the number of roster slots remains the same but MLS changes the distribution of such slots (e.g., by adding a non-Developmental Player

while eliminating a Developmental Player), the addition (or reduction) of the Player Compensation guarantee shall be calculated using the differential between the minimum salaries for each type of Player.

(v) Within ninety (90) days following the conclusion of each year of this Agreement, MLS will provide the Union with certification of the amount of Player Compensation for the prior year. Such certification shall include copies of all Players' W-2 forms and all other relevant documentation. If there is no written objection made to MLS by the Union within sixty (60) days of its receipt of the certification, such certification shall be deemed accurate and final and the Union shall be precluded from making any future claim that the amounts set forth in the certification are in any way inaccurate. In the event that the requirements of this Player Compensation Minimum Guarantee have not been satisfied for any applicable year, MLS and the Union agree to the following:

a. Shortfall Less than U.S. $1,000,000. Subject to Section 10.6(v)c below, in the event the shortfall is less than U.S. $1,000,000, MLS shall have the immediately following two calendar years to make-up such shortfall by spending money on Player Compensation over the above Minimum Player Compensation specified in Section 10.6(ii), provided however, that in the event such shortfall occurs in 2008 the make-up of such shortfall over the above Minimum Player Compensation specified in Section 10.6(ii) shall occur in 2009. For example, if the 2004 Total Player Compensation is U.S. $8,000,000 then the required minimum Total Compensation for 2005 is $8,200,500. In the event the actual 2005 Total Player Compensation is U.S. $7,700,500, MLS must make up the U.S. $500,000 shortfall by paying such amount to Player Compensation over the 2006 and 2007 calendar years (e.g. $200,000 in addition to the amounts set forth in Section 10.6(ii)(b) in 2006 and $300,000 in addition to the amounts set forth in Section 10.6(ii)(c) in 2007).

b. Shortfall of Greater than U.S. $1,000,000. In the event the shortfall is greater than U.S. $1,000,000 MLS shall:

   i. Pay the first U.S. $1,000,000 of the shortfall in accordance with Section a above.

   ii. Pay those amounts above U.S. $1,000,000 to the Union for distribution to the Players on such proportional basis as may be determined by the Union after consultation with MLS. Any amounts due under this Section b(ii) shall be paid within thirty (30) days of the due date of the certification.

c. In the event there is any shortfall of the Minimum Player Compensation specified in Section 10.6(ii) for 2009, all such shortfall shall be paid, whether greater than or less than U.S. $1,000,000, in accordance with Section 10.6(v)b(ii) above.

Section 10.7 **Ability to Qualify for Bonuses**: MLS will not attempt to influence or dictate Team decisions concerning playing time or All-Star selection for the purpose of affecting a Player's ability to qualify for bonuses and/or base salary adjustments specified in his SPA, nor

will a Player's entitlement to a bonus influence whether he is named to the Best Eleven Team, or whether he receives any other award. Team decisions concerning playing time or All-Star selection shall not be based in any way on the Player's ability to qualify for bonuses and/or base salary adjustments specified in his SPA. Commissioner-picks for All-Star status do not violate this provision, provided, however, that whether a Player is entitled to a bonus and/or base salary adjustment for achieving All-Star status shall not influence whether a Player is named as a Commissioner-pick.

Section 10.8 **Retirement Plan:**

(i) A 401(k) plan shall be created and maintained allowing elective deferrals (i.e., Player contributions), beginning in 2004. Player contributions will be allowable up to the I.R.S. limit.

(ii) MLS shall provide each Player with enrollment information and the documents necessary for enrollment.

(iii) Starting in 2005, regardless of whether the Player makes a Player contribution, MLS will make the following employer contributions (within IRS limits) to the 401(k) account of each Player who enrolls, based upon the base salary paid to each Player in each pay period:

2005: 2.00 percent of the player's base salary

2006: 2.25 percent of the player's base salary

2007: 2.50 percent of the player's base salary

2008: 2.75 percent of the player's base salary

2009: 3.00 percent of the player's base salary

(iv) Player contributions and MLS's employer contributions shall vest immediately.

Section 10.9 **Per Diem Allowance**: Player per diem while on an MLS road trip shall be paid at the rates set forth below. When a Team is on the road for less than a full day, a partial per diem shall be paid, based upon the time of departure from or arrival in the Team's home city:

(i) Departure after 9:00 a.m./arrival before 7:00 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 7:00 a.m. and 9:00 a.m., lasting more than thirty (30) minutes - no breakfast expense;

(ii) Departure after 1:00 p.m./arrival before 11:30 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 11:30 a.m. and 1:00 p.m., lasting more than thirty (30) minutes - no lunch expense;

(iii) Departure after 7:00 p.m./arrival before 5:30 p.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 5:30 p.m. and 7:00 p.m., lasting more than thirty (30) minutes - no dinner expense.

(iv) If a road trip is 3 days or less, the total trip per diem shall be paid in a lump sum at the time of departure. If longer than 3 days, per diem shall be paid in two (2) equal payments.

(v) A Team may arrange for prepared meals for all or part of the per diem if it chooses. Airline meals shall not cause a reduction in the per diem allowance. Per diem money lost by a Player will not be replaced.

(vi) Rates

2004: $41.00 ($8 for breakfast; $10 for lunch; $23 for dinner)

2005: $43.00 ($8 for breakfast; $10 for lunch; $25 for dinner)

2006: $44.00 ($8 for breakfast; $11 for lunch; $25 for dinner)

2007: $45.00 ($8 for breakfast; $11 for lunch; $26 for dinner)

2008: $47.00 ($8 for breakfast; $11 for lunch; $28 for dinner)

2009: $50.00 ($8 for breakfast; $12 for lunch; $30 for dinner)

Section 10.10 **Reimbursement of Expenses**: Subject to submission of expense reports (within sixty (60) days of when such expenses are incurred), MLS shall reimburse the Player within thirty (30) days for all reasonable and necessary out-of-pocket expenses that the Player incurs in connection with any appearances (including appearances at camps or clinics), skills demonstrations or duties as a spokesman which are requested by MLS or the Team. Mileage reimbursement for transportation that is not provided by MLS or an MLS Team shall be at the current Internal Revenue Service rate.

Section 10.11 **Travel Expenses**: The League and/or the Player's Team shall provide the means of travel to and from the Team's practice facility or other central site chosen by MLS or the Team and the airport, or if traveling by means other than air, to the applicable station (choice of bus, van or other means of travel shall be at MLS's discretion, and may vary from team to team), or will reimburse the Player for reasonable parking expenses at such airport. Each Team shall provide or arrange for appropriate automobile parking spaces for Players at its home stadium and practice facility on game and practice days, without cost to the Players.

Section 10.12 **Relocation Expenses:**

(i) Players shall be reimbursed for reasonable expenses necessarily incurred in relocating to the Player's new Team city, according to the following terms:

(a) When a newly-signed Player (except for a Developmental or Non-Guaranteed Call-Up Player) is assigned to his initial Team, he shall be reimbursed for up to Three Thousand Five Hundred Dollars ($3,500.00) in relocation expenses. In addition, such Players (except for a Developmental or Non-Guaranteed Call-Up Player) shall be entitled to

housing expenses and per diem (in accordance with Section 10.9 herein) for up to fourteen (14) days in the Player's new Team city;

(b) When a Player is transferred from one MLS Team to another during the Term of the Player's employment, he shall be reimbursed for up to Five Thousand Dollars ($5,000.00) in relocation expenses. In addition, such Players shall be entitled to housing expenses and per diem (in accordance with Section 10.9 herein) for up to fourteen (14) days in the Player's new Team city;

(c) Reimbursements for relocation expenses are subject to the requirement that the Player provide advance written notice to the Team or MLS of such expenses and that the Player receive advance written authorization for such expenses. Such authorization may be withheld only if the Team or MLS provides a reputable moving company to accomplish the Player's move.

(d) MLS shall also provide coach air fare for the Player and his immediate family, or if the Player and/or his immediate family reasonably choose to travel by automobile, at the I.R.S. rate, between the Player's home and the metropolitan area in which his new Team is located (except for newly-signed Developmental and Non-Guaranteed Call-Up Players).

(ii) (a) *Termination Prior To April 15*: Any Player (other than a Developmental Player or Non-Guaranteed Call-Up Player) whose SPA is terminated prior to April 15 of the relevant year shall be provided with a one-way coach airline ticket from his Team's metropolitan area to his home town, or if the Player chooses to travel by automobile, at the I.R.S. rate for such travel. Where a Player was provided with a round-trip ticket at the time of his initial assignment to a team, the return-leg of that ticket satisfies the requirement to provide a Player with travel back to his hometown.

(b) *Termination After April 15*: Any Player whose SPA is terminated after April 15 of the relevant year (except for Developmental and Non-Guaranteed Call-Up Players) shall be provided with one-way coach airline tickets for himself and his Immediate Family to his home town, or if the player and/or his Immediate Family choose to travel by automobile, at the I.R.S. rate for such travel. Where a Player and/or his Immediate Family was provided with a round-trip ticket at the time of his initial assignment to a team, the return-leg of that ticket satisfies the requirement to provide a Player and/or his Immediate Family with travel back to his hometown. Any player whose SPA is terminated after April 15 of the relevant year shall also be entitled to have up to five thousand dollars ($5,000.00) reimbursed to the Player for reasonable expenses necessarily incurred by the Player in moving from the Player's Team's metropolitan area to his home town. Such reimbursement is subject to the requirement that that the Player provides advance written notice to the Team or MLS of such expenses, and that the Player receives advance written authorization for such expenses. Such authorization may be withheld only if the Team or MLS provides a reputable moving company to accomplish the Player's move.

(iii) No relocation expenses shall be payable where the assignee Team's or terminating Team's primary practice facility is within sixty (60) miles of the Player's home. However, a reassigned or terminated Player shall be entitled to relocation expenses to move to his home town from his Team's city, even where the Player maintains a residence in the Team's city.

(iv) Players whose SPAs expire (including where MLS declines to exercise an SPA option to extend) are not entitled to relocation expenses, except that the Player may use the return-trip portion of the round-trip ticket provided to him upon assignment to his initial Team or, if a round-trip ticket was not provided, shall be entitled to coach airline travel to his home city. Where a Player was provided with a round-trip ticket at the time of his initial assignment to a team, the return-leg of that ticket satisfies the requirement to provide a Player with travel back to his home city.

(v) A Player shall be eligible for reimbursement of relocation expenses under this Article if he submits all receipts (for expenses pre-approved in writing) to the League or the Team within sixty (60) days of the expenditure, and MLS or the Team shall reimburse the Player for such expenses within thirty (30) days of receiving such receipts.

Section 10.13 **Frequency of Payment**: Payment of Player salaries shall be in consecutive semi-monthly installments, pro-rated for any portion of the month in which the Player is employed by MLS.

Section 10.14 **Direct Deposit**: Players may elect to have their paychecks directly deposited in their personal demand deposit checking account, as long as such account is with one of the financial institutions with which MLS has made appropriate arrangements. MLS shall make direct deposit arrangements available with at least three (3) financial institutions in each Team city. A list of these institutions is available at the League office and shall be provided to each Team. There will be a quarterly window for election (or termination) of direct deposit, provided, however, that such quarterly window shall not apply with respect to the initial implementation of direct deposit or with respect to new Players upon entering the League.

ARTICLE 11

TRAVEL AND GAME TICKETS

Section 11.1 **Mode of Transportation**: Team travel greater than two hundred and fifty (250) miles shall be by air on regular commercial carriers, when reasonably practical. The determination of whether a trip exceeds 250 miles shall be measured by the distance between airports of the two cities. There shall be no obligation by MLS and/or a Team to provide chartered air transportation.

Section 11.2 **Hotel Accommodations**: On domestic overnight travel for participation in MLS regular season and playoff games, Players shall be lodged in one of the hotels listed in Exhibit 4, or comparable hotels, with no more than two (2) players per standard hotel room. This provision shall not apply to domestic travel at other times or to international travel, in connection with which Players may be lodged in other than standard hotels (e.g., apartments), and there shall be no more than two (2) Players per bedroom. The Team and/or MLS, as applicable, will make good-faith efforts to secure accommodations of comparable comfort to hotels used during the MLS regular season.

Section 11.3 **Game Tickets**: Teams shall make four (4) complimentary game tickets available to home team players for each MLS game, and two (2) complimentary game tickets available to away team players for each MLS game. Four (4) tickets shall be provided to authorized Union representatives for purchase for each regularly-scheduled League game, including any All-Star and post-season game, subject to availability at the time of the Union's request for such tickets.

ARTICLE 12

DRUG TESTING

Section 12.1 **Prohibitions and Procedures**: Players are subject to the MLS Player Substance Abuse and Behavioral Health Program and Policy ("SABH") set forth as Exhibit 5 to this CBA. Players shall execute any necessary authorizations for consent to testing and to release and use of information pursuant to the SABH.

Section 12.2 **Modifications to Policy**: After consultation with the Union, MLS may add substances to the list of those prohibited by the SABH, and may adopt procedures to test for such substances, so long as such substances and procedures have been adopted by the United States Anti-Doping Agency or FIFA. Except as otherwise set forth in this Section 12.2, Players shall receive notice of any addition to the list of prohibited substances prior to the date on which such addition becomes effective. After receiving such notice, Players may not be disciplined for testing positive for the added substance(s) for (i) the recognized period for such substances to become undetectable after use; or (ii) if there is no reasonable medical certainty concerning such period, three (3) months. No notice will be required to add an illegal substance as a prohibited substance under the SABH, provided that Players may not be disciplined for testing positive for such added illegal substances from the date such substance becomes illegal until (i) the end of the recognized period for such substance to become undetectable after use; or (ii) if there is no reasonable medical certainty concerning such period, three (3) months.

Section 12.3 **Privacy**: Privacy of results of drug or alcohol tests conducted pursuant to the SABH shall be preserved as described in the SABH. In addition to the confidentiality provisions of that Section XII, MLS will limit disclosure within the League office of confidential information concerning a Player's test results or other SABH-related information to the greatest practicable extent. MLS will notify the Player's Team of such confidential information only when reasonably necessary.

ARTICLE 13

VACATION AND OTHER TIME OFF

Section 13.1 **Vacation**: The Player shall be entitled to six (6) weeks' vacation each year, to be taken only during the off season (between the Player's last MLS league season game and the first day of Pre-Season Training Camp for the following season) at such times as may be approved by MLS in accordance with the provisions of the Player Handbook but otherwise in the discretion of MLS. Of this six-week period, each Player shall have five (5) consecutive weeks of vacation, but neither days devoted to National Team duty nor days devoted to international competitions for MLS (which shall include the fourteen-day training period prior to such competition for all purposes under this Section 13.1) shall be deemed a break in the Player's vacation. Days devoted to National Team duty shall be considered part of a Player's vacation time. Days devoted to international competitions for MLS, however, shall not count as vacation time in calculating the six-week entitlement. Players on the same Team are not required to be granted the same consecutive five weeks of vacation, provided, however, that the Teams and/or MLS, as appropriate, shall make good-faith efforts to accommodate Players' vacation-time requests.

Section 13.2 **Time Off**: All Players will have at least five (5) days off every two (2) months, such days to be determined by the Teams. National Team duty shall be considered time off for the purposes of this provision. Travel days will not be considered a day off. Days off granted to a Player's Team while such Player is on vacation shall be considered a day off for such Player.

ARTICLE 14

ENTRY DRAFT AND EXPANSION DRAFT

Section 14.1 **Entry Draft Rounds**: There shall be no more than four (4) rounds of the entry draft. Other provisions of the draft are as provided in the Player Handbook and the Competition Guidelines. Notwithstanding the discretion granted to MLS in this Agreement to amend its Competition Guidelines, the maximum length of time a Player may remain on College Protected status shall be until December 31 of the year following the year in which the Player was drafted by MLS (e.g., if a Player is drafted in January, 2005, the maximum length of time he may remain on College Protected status is until December 31, 2006), provided however, that in the event the Player refuses an offer by MLS and signs with a team outside of MLS, he may remain on College Protected Status.

Section 14.2 **Reserve Team Draft**: If MLS implements a reserve team system, MLS may conduct a supplemental draft to staff its reserve team(s). The number of rounds in such draft shall equal the number of roster slots per MLS Team in excess of twenty-four (24). Players selected in such Reserve Team Draft who are not signed by MLS may be placed on College Protected status. After the college waiver date, a Player placed on College Protected status for a Team may not be protected from being placed on another Team's Senior Roster, unless the Team that selected the Player in the Reserve Team Draft places the Player on its roster (either as a Senior or Developmental Player). The maximum length of time a Player selected in the Reserve Team Draft may remain on College Protected status shall be December 31 of the year following the year in which the Player was drafted in the Reserve Team Draft (e.g., if a Player is selected in the Reserve Team Draft in January, 2005, the maximum length of time he may remain on College Protected status is until December 31, 2006), provided however, that in the event the Player refuses an offer by MLS and signs with a team outside of MLS, he may remain on College Protected Status.

Section 14.3 **Expansion Draft**: MLS will consult with the Union as to procedures in the event an expansion draft becomes necessary, but MLS reserves the right to conduct such an expansion draft(s) in its sole and absolute discretion.

ARTICLE 15

LOANS AND TRANSFERS

Section 15.1 Unless otherwise agreed to in an SPA addendum, a Player may be required, without his consent, to relocate to any Team in the League as directed by MLS. An MLS player who is assigned to another MLS Team must report to that Team within twenty-four (24) hours. Within two (2) weeks after reporting to his new Team, the Player will be allowed three (3) consecutive days off to organize his affairs. Permission to a Player to take one or more of these three days prior to reporting to his new MLS Team shall not be unreasonably withheld.

Section 15.2 MLS shall have the right during the Term of a Player's SPA to loan the Player's services or to transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league outside of MLS provided that the Player consents to any such loan, transfer, assignment or sale.

Section 15.3 Except as otherwise provided in this CBA or otherwise agreed at any time in writing between the Player and MLS, the Player shall be entitled to receive from MLS (promptly upon receipt by MLS of such consideration) ten percent (10%) of any consideration received by MLS for any loan or transfer of the Player's services to a team or league outside of MLS.

Section 15.4 MLS and the Player agree that any loan, transfer, assignment or sale of MLS's rights to the Player's services, whether prior to or after the termination of the Player's SPA, shall only be made in accordance with all applicable rules and regulations of FIFA and any relevant governing body provided such rules and regulations do not conflict with any provisions or remedies set forth in this CBA or New York state or federal law; provided further, however, that upon the termination of a Player's SPA, such Player shall be free to sign a contract with any professional soccer team or league outside of MLS without MLS or any MLS Team requiring the team signing the Player to pay training compensation, a transfer fee, or any compensation, penalty, restriction, or equalization obligation of any kind to MLS or to any MLS Team.

Section 15.5 Unless otherwise prohibited by any other provision of this CBA, MLS shall be permitted to act in accordance with all provisions of the Regulations for the Status and Transfer of Players ("Regulations") and the Regulations Governing the Application of the Regulations for the Status and Transfer of Players ("Application Regulations"), both adopted by the Federation Internationale de Football Association ("FIFA") on July 5, 2001, effective September 1, 2001, as those Regulations and Application Regulations may be amended or interpreted by FIFA from time to time.

ARTICLE 16

PARTICIPATION IN HAZARDOUS

ACTIVITIES AND OTHER SPORTS PROHIBITED

Section 16.1 The Player and MLS acknowledge and agree that the Player's participation in other sports or activities may impair or destroy his ability and skill as a soccer player. Accordingly, the Player agrees that he will not engage in sports or activities which constitute a substantial danger to his health or safety (including, but not limited to, American or Canadian football, boxing or wrestling, motorcycling, moped-riding, auto racing, sky-diving, in-line skating, down-hill snow skiing, mountain biking, bicycle racing, mountain/rock climbing and rappelling, spelunking and hang-gliding); and that, except with the prior written consent of, or at the direction of, the Team or MLS, he will not (except for casual family activities) engage in any game or exhibition of basketball, football, baseball, softball, tennis, volleyball, hockey, lacrosse, beach soccer or other athletic sport, under penalty of such fine and/or suspension as may be imposed by the Team or MLS. Failure by MLS or the Team to object to a Player's participation in other athletic sports will not constitute implied consent to future participation in such activities. Nothing contained herein shall be intended to require the Player to obtain the written consent of the Team or MLS in order to enable the Player to participate, as an amateur, in the sport of golf, swimming or hiking (not including ice climbing or other hiking requiring crampons or other special equipment).

ARTICLE 17

LEAGUE SCHEDULE AND OTHER GAME SCHEDULES

Section 17.1 **Duration of Pre-Season and League Season**: The MLS season, from the start of pre-season through the MLS Cup, shall be any ten (10) months.

Section 17.2 **Pre-Season Training Camp**: Except as provided in Section 17.3 below, no Team may commence pre-season training camp more than nine (9) weeks prior to the first game of the MLS regular season (the "Pre-Season Training Camp Start Date"). However, a Team may begin pre-season training camp earlier than the Pre-Season Training Camp Start Date, in the event (i) the Team or MLS schedules a match(es) after January 1 but prior to such Pre-Season Training Camp Start Date for which Players have the opportunity, through guaranteed payments or performance bonuses, to each earn at least $500; or (ii) such Team is required to play in a Compulsory Tournament earlier than the Pre-Season Training Camp Start Date. In such an event, Players may be required to report to pre-season training camp no earlier than fourteen (14) days prior to the start of such match(es). The parties' intent in permitting such matches and training is to enable MLS to engage in meaningful competition and not to evade the requirement that pre-season training camp begin no more than nine weeks prior to the first MLS regular season game. MLS shall not abuse this provision, and this stated intent, in scheduling matches and related training during the off-season.

Section 17.3 **Number of Games:** From the beginning of the MLS regular season through December 31, each Team may not play more than forty-eight (48) exhibition (not including scrimmage games for which tickets are not sold), regular season and playoff games, and MLS will not schedule players for four (4) games in any seven-day period unless such schedule is reasonably unavoidable. No MLS Team (not including Reserve Teams) may play a game within thirty-six (36) hours after the end of a prior game unless such schedule is reasonably unavoidable, in which case no Player shall play in both such games. Games for which tickets are sold where players have the opportunity (through guaranteed payments or performance bonuses) to earn at least $500, and U.S Open Cup games and other compulsory tournaments (e.g., any CONCACAF championships) shall not count toward the 48-game limit. For avoidance of doubt, National Team duty (including the senior and youth national teams or Olympic teams of any nation) shall not count toward the 48-game limit. Notwithstanding Section 17.2 above, during the off-season (i.e., the time between a Team's elimination from MLS competition or victory in the MLS Cup, and the Pre-Season Training Camp Start Date), Players may be required to play in matches or to participate in training as long as such matches and training do not violate the vacation and time-off provisions of Article 13 herein, or the provisions of this Article 17.

Section 17.4 **Reserve Team and Development Squad Matches**: Reserve Team and/or Development Squad Matches shall only take place during the MLS regular season and playoffs and shall not count in the MLS standings. There shall be no limit on the number of Reserve Team and/or Development Squad Matches; provided, however, that no Player, during any MLS regular season and playoffs, shall play in a total of more than 48 of the sum of the following: (i) Reserve Team Matches; (ii) Development Squad matches; and (iii) games which count toward the 48 game limit under Section 17.3 above.

Section 17.5 **MLS Discretion**: The Union acknowledges that, except as provided in this Article 17, MLS has the right, in its sole discretion, to schedule games in the MLS season and playoffs, and to schedule MLS players' participation in games, whether international or domestic.

ARTICLE 18

STANDARD PLAYER AGREEMENT

Section 18.1 **Form of Agreement**: All Players will execute a Standard Player Agreement (in the form attached as Exhibit 1). No agreement concerning a Player's terms and conditions of employment shall be valid unless: it is between a Player and MLS and is signed by each party, and it is contained in one of the above-referenced forms, including any Schedule thereto. MLS shall provide copies of all such agreements to the Union within five (5) business days of their execution. The remaining provisions of this Article concern only the SPA.

Section 18.2 **Status of Prior and New SPAs**: All SPAs and/or other agreements that were entered into by MLS and any Player prior to the effective date of this CBA shall remain in full force and effect for their stated terms and any option years, except that those SPAs shall be deemed amended in such manner to require the parties to comply with all terms of this CBA, including the terms of the SPA annexed hereto as Exhibit 1. All SPAs entered into after the effective date of this Agreement shall be subject to the terms of this Agreement, including the revised form SPA annexed hereto.

Section 18.3 **Player-Agents and Agent Certification**:

(i) A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist him in, the negotiation of an individual salary and/or additional benefits, provided that, if the Union develops and implements an agent certification program, the agent has been certified to MLS and its Teams as authorized to act as a Player Agent for such purposes. In the case of Players negotiating to join MLS from another league, or MLS players transferring out of MLS, a Player may designate an agent not certified by the Union.

(ii) If the Union develops and implements an agent certification program, the Union shall provide MLS with a comprehensive list of the certified Player Agent(s) whom each Player has designated to act on his behalf for the purposes set forth in this Section 18.3(ii).

(iii) If, pursuant to Section 18.3(ii), the Union has notified MLS that a Player has designated a specified certified Player Agent or Agents to act on his behalf for the purposes described in this Section, MLS may not negotiate or attempt to negotiate an individual salary and/or additional benefits to be included in an SPA for such Player with any Player Agent(s) other than such designated Player Agent(s).

(iv) The Union's agent-certification program shall include a procedure for MLS to file complaints with the Union regarding the conduct of certified Player Agents and for such complaints to be investigated and a response given to MLS.

Section 18.4 **Default**: The Player may terminate his SPA upon ten (10) business days' written notice to MLS and the Union, if (i) MLS defaults in its obligation to pay the salary set forth in Paragraph 1 of the SPA or fails to perform any other material obligation agreed to be performed by MLS under the SPA and (ii) MLS fails to remedy such default within ten (10) business days, or to give notice of intent to arbitrate within seven (7) business days, of the Player giving notice

of such default in writing to MLS and to the Union. The Player agrees that he shall have no right to terminate his SPA prior to the conclusion of its term (including any option periods) other than as expressly set forth in this CBA or by mutual written agreement with MLS. In the event MLS disputes an assertion by the Player that it is in default of its obligations set forth in Paragraph 1 of the SPA or that it has otherwise failed to perform any other material obligation under the SPA, and it is subsequently determined pursuant to the Grievance Procedures set forth in Article 20 of this CBA that a default has occurred, MLS shall have ten (10) business days from the date of such finding to remedy such default. During the pendency of any grievance procedure concerning the existence of a default, the Player's SPA shall remain in effect.

Section 18.5 **Validity of SPA:** No compensation of any kind shall be owed to any Player (whether under a Guaranteed or other type of contract) with respect to the period of any strike or lockout, but a strike or lockout will not void or otherwise affect the validity or enforceability of an SPA after the conclusion of a work stoppage. During a work stoppage, a Player may obtain employment as a professional soccer player outside MLS, but any contract with such other club employing the Player during an MLS work stoppage must provide that the Player shall return to MLS after the conclusion of the work stoppage if his SPA's term has not expired. MLS shall have no remedy against the Union for a Player's breach of this provision.

Section 18.6 **Guaranteed Contracts**: Where the Player's Category is Guaranteed, an SPA shall not be terminated by MLS by virtue solely of the quality of the Player's on-field performance or the fact that the Player may have sustained an injury (including one leading to death or disability) during the performance of his duties as an MLS Player as well as National Team duty, although it may be terminated pursuant to the other provisions of this CBA relating to termination of an SPA.

Section 18.7 **Semi-Guaranteed Contracts**:

(i) Without limitation to the other provisions of this CBA regarding termination of an SPA, and subject to the limitations regarding the termination of injured Players' SPAs, where the Player's Category is Semi-Guaranteed, MLS may terminate an SPA between January 1 and the Contract Guarantee Date of any given year, without further obligation on either party if the Player fails, in the sole and absolute discretion of MLS, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster. In making this determination, MLS may, but shall not be required to, consider, among other factors, the Player's compensation as compared to other MLS Players or players whom MLS wishes to sign and any applicable roster and/or budget guidelines of MLS and the Team.

(ii) Subject to the other provisions of this CBA regarding the termination of injured Players' SPAs, if MLS has not terminated an SPA pursuant to subsection (i), above, prior to the Contract Guarantee Date of any given year, it may not so terminate such SPA until the immediately following December 31; provided, however, if agreed to by the Player, MLS may extend (or initially set at a date beyond July 1) the Player's Contract Guarantee Date, for twice the number of Players as there are Teams in the League in each League Season (e.g., if there are ten Teams in the League, MLS may extend the Contract Guarantee Date for up to twenty (20) Players). This provision is without prejudice to MLS's rights in Section 18.7(i), above.

Section 18.8 **Non-Guaranteed Contracts**: Without limitation to the other provisions of this CBA regarding termination of an SPA, where the Player's Category is Non-Guaranteed, MLS may terminate an SPA at any time on twenty-four (24) hours written notice without further obligation on either party, if the Player fails, in the sole and absolute discretion of MLS, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster (including where such failure is the result of an injury sustained during the course of the Player's MLS employment). In making this determination, MLS may, but shall not be required to, consider, among other factors, the Player's compensation as compared to other MLS Players or players whom MLS wishes to sign and any applicable roster and/or budget guidelines of MLS and the Team. In the event the Player's SPA is extended beyond its initial expiration date, the Player's category during such extension period shall be Semi-Guaranteed. Reserve Teams and Reserve Team matches may include players who are not paid for their participation, who are not signatories to an SPA or Non-Guaranteed Call-Up Agreement and who will not be Union members. Only Developmental Players and Players signed to Non-Guaranteed Call-Up Agreements may be signed to Non-Guaranteed contracts. All other Players must be signed to Semi-Guaranteed or Guaranteed Contracts.

Section 18.9 **Non-Guaranteed Call-Up Agreements**: Without limitation to the other provisions of this CBA regarding termination of an SPA, where the Player's Category is Non-Guaranteed Call-Up, MLS may terminate a Player's contract at any time on twenty-four (24) hours written notice without further obligation on either party, if the Player fails, in the sole and absolute discretion of MLS, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster (including where such failure is the result of an injury sustained during the course of the Player's MLS employment). In making this determination, MLS may, but shall not be required to, consider, among other factors, the Player's compensation as compared to other MLS Players or players whom MLS wishes to sign and any applicable roster and/or budget guidelines of MLS and the Team. No Player may be signed to a Non-Guaranteed Call-Up Agreement(s) for greater than a cumulative of thirty (30) days in a calendar year (in any number of separate agreements). Players signed to Non-Guaranteed Call-Up Agreements shall receive, at a minimum, the minimum salary for Developmental Players set forth in Section 10.3(i). Players under such contracts shall not be entitled to or subject to the following: benefits specified in Sections 10.8, 10.12 and 10.14; vacation and time-off benefits specified in Article 13, provided however, that if his Team is given a day off, the Player signed to a Non-Guaranteed Call-Up Agreement shall also receive that day off; termination pay set forth in Section 18.11; and insurance coverages set forth in Article 22, except for workers' compensation insurance benefits set forth in Section 22.5.

Section 18.10 **Effect of Termination of SPA**: Except as otherwise set forth herein, upon termination of an SPA by either the Player or MLS, all obligations of MLS to the Player, including without limitation any obligation to pay any amounts to the Player shall cease on the effective date of termination, except that MLS and the Player shall remain responsible for all and any obligations incurred prior to the date of termination. Upon such termination, and except as otherwise provided in this CBA, MLS shall comply with FIFA regulations regarding the player's international registration and playing rights.

Section 18.11 **Terminations Resulting from Contraction**: In the event that MLS reduces the number of Teams in the League, MLS has the unreviewable right to determine which Players

should be terminated as a result of such contraction, subject only to the Players' rights as Semi-Guaranteed or Guaranteed Players.

Section 18.12 **Termination Pay**: A Player with a Semi-Guaranteed or Non-Guaranteed SPA who, during his career, has been on a Team roster for at least fifteen (15) regular season games who is waived and terminated prior to the Expiration Date of his SPA shall be paid termination pay of two weeks of his base salary.

Section 18.13 **Annual Base Salary Increase**: Each SPA covering more than one (1) Season (including years in which MLS has an option to extend the SPA), and which provides the Player with a Base Salary of less than $60,000, shall provide for annual increases in base salary of not less than five percent (5%) per annum.

ARTICLE 19

ROSTERS

Section 19.1 **Roster Size**: Each Team shall have an eighteen (18) man minimum senior roster. The senior roster includes all players earning a base salary equal to or greater than the minimum salary set forth in Section 10.2.

ARTICLE 20

DISCIPLINE; RULES AND REGULATIONS

Section 20.1 **Discipline for Just Cause**:

(i) Team Discipline: A Team may impose discipline, for just cause, in accordance with the schedule of fines attached as Exhibit 6, and other provisions of the Player Handbook. Team discipline shall be subject to the grievance-arbitration provisions of Article 21, herein.

(ii) Certain Commissioner Discipline: Commissioner Discipline for off-field misconduct that is not determined by the Commissioner (or his designee) to be detrimental to the reputation and public image of MLS, the Team and/or the game of soccer (i.e., within the scope of Section 20.2, below) shall be subject to the "just cause" standard and shall be resolved by the Impartial Arbitrator, as provided in the grievance-arbitration provisions of Article 21, herein.

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

Section 20.2 **Discipline for On-Field Conduct and Detrimental Off-Field Conduct**: It is understood and agreed that Player discipline for on-field misconduct or for off-field misconduct detrimental to the reputation and public image of MLS, the Team and/or the game of soccer shall be determined, as more fully described hereafter, by the Commissioner or his designee.

(i) On-Field Misconduct: Discipline for on-field misconduct will ordinarily be considered and imposed by the MLS Disciplinary Committee, acting as the Commissioner's designee. Such committee shall be composed of at least three members, all but one of which shall be appointed by the Commissioner, and one former professional soccer player who shall be appointed (or re-appointed) annually, jointly by MLS and the Union. Discipline for on-field misconduct may include termination of an SPA or a suspension without pay and/or fine, and may be imposed regardless of whether a yellow or red card has been issued. MLS will provide the Union with a copy of reasonable rules of procedure for the Disciplinary Committee. Such rules of procedure are subject to amendment by the League from time to time, in the reasonable exercise of discretion and after notice to the Union.

(ii) Off-Field Misconduct Detrimental to the Reputation and Public Image of MLS:

(a) In the event that the Commissioner or his designee determines that alleged off-field conduct is detrimental to the public image and/or reputation of MLS, the Team and/or the game of soccer, the incident and the discipline to be imposed, if any, shall be considered and decided by the Commissioner or his designee (who may terminate an SPA or impose a fine and/or suspension, with or without pay, or other lesser discipline in lieu of termination);

(b) Without limitation to Section 20.2(ii)(a), above, and other provisions of this CBA regarding termination of an SPA, the Commissioner may terminate an SPA (or impose a fine and/or suspension, with or without pay, or other lesser discipline in lieu of termination) at any time without further obligation on either party to the SPA, upon twenty-four (24) hours' written notice to the Player and the Union, for any of the following reasons:

(i) if the Player violates MLS's Substance Abuse and Behavioral Health ("SABH") program or is subjected to any penalties for testing positive for a banned substance, for noncompliance, or for refusal to submit to a drug test as required under the SABH program;

(ii) if the Player bets, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any Team which is a member of MLS, or by any MLS Players, or on games of the U.S. National Team;

(iii) if the Player receives a payment in cash or in kind, from, or enters into any agreement with, the Team Operator or a Related Entity of the Team Operator or a third party acting in association with the Team Operator, that materially contravenes the restrictions on such Player contained in Section 6 of his SPA;

(iv) if the Player is involved in any attempt to fix, throw or improperly affect the outcome of any MLS or U.S. National Team game;

(v) if the Player is involved in the giving or offering of any bribe that involves, or gambles on, the outcome of any MLS game;

(vi) if the Player has knowledge of, but fails to report to MLS or the Team any attempt by any person to give or receive a bribe that involves, or to fix, throw or improperly affect the outcome of, any MLS game;

(vii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination;

(viii) if the Player fails to maintain a level of physical and mental condition reasonably appropriate for a professional athlete, or refuses or fails to submit to medical evaluation or to medical treatment recommended in accordance with the procedures set forth in Article 9;

(ix) if the Player fails, refuses or neglects to render his services under his SPA or this CBA (absent a compelling and demonstrable medical or family emergency or a force majeure condition, e.g.,

natural disaster, beyond the player's control) or in any other manner materially breaches his SPA or his obligations under the CBA, and fails to remedy such breach as soon as reasonably possible following MLS's written notice to him of such breach, or has received written notice of breach on three or more occasions for off-field conduct or on-field conduct that resulted in discipline that could be grieved under either Article 21 or 22 of this Agreement, and such discipline was not set aside either by the Impartial Arbitrator, the Grievance Committee, or the Commissioner (or his designee).

(iii) Notice of Type of Discipline: At the time Commissioner discipline is issued, the Commissioner (or his designee) shall specify whether the discipline is for conduct described in Section 20.1, 20.2(i) or 20.2(ii), above.

(iv) Appeal of Commissioner Discipline: Disputes relating to discipline imposed under Section 20.2(i) or (ii), above, shall be processed exclusively as follows:

(a) the Commissioner or his designee will promptly send written notice of his action to the Player and the Union.

(b) If the discipline imposed under 20.2(i) is equal to or greater than $750 for a non-developmental Player, or is greater than $250 for a developmental player, or is equal to or greater than a two-game suspension, or if the discipline is imposed under Section 20.2(ii), regardless of severity, then the Union may appeal in writing to the Commissioner within:

(i) if the dispute concerns discipline imposed under Section 20.2(i), forty-eight (48) hours of receipt of the disciplinary decision; or

(ii) if the dispute concerns discipline imposed under Section 20.2(ii), ten (10) days of receipt of the disciplinary decision.

(c) On receipt of such a notice of appeal, the Commissioner will designate a time and place for a hearing, at which he or his designee will preside. MLS is not responsible for travel costs related to such hearing. Such appeal hearing may be held at any time within the ten (10) days following receipt of the Union's notice of appeal. The Commissioner will consult with the Union concerning the person(s) to serve each season as the Commissioner's designee(s) for hearing appeals.

(d) The hearing will be by telephone conference call unless the Player, Union and/or MLS requests the hearing to be in-person. The party requesting an in-person hearing will be obligated to travel to the other party's city for such hearing. As soon as practicable following the conclusion of such hearing, the Commissioner will render a written decision which will constitute full, final and non-reviewable (in arbitration or otherwise) disposition of the dispute and will be binding on the Player(s) involved

and the parties to this CBA. Any discipline imposed may be affirmed, reduced or vacated by the Commissioner in such appeal, but may not be increased. A suspension shall not be stayed pending appeal.

Section 20.3 **Rules and Regulations:**

(i) A Player shall promptly obey and comply with all rules and regulations set forth in the Player Handbook as in existence from time to time, and shall be subject to its disciplinary provisions, as set forth in the "Player Conduct" section of the Player Handbook.

(ii) MLS may amend the cautionable offenses points schedule and the fines, suspensions and other penalties provided for therein, as provided by Article 5 (Management Rights), but in exercising its discretion to make such modifications, MLS may not act arbitrarily or capriciously, and may not increase fines, suspensions or other penalties without MLS (1) first consulting with the Union and (2) having a good faith and demonstrable reason resulting from a change in competition format, a specific behavioral problem, a USSF, CONCACAF or FIFA directive or rule change, or an issue that otherwise reasonably needs to be addressed.

(iii) The level of Team-imposed discipline shall be that contained in the Standard Fine Schedule, Exhibit A to the Player Handbook. Notwithstanding any other provision of this Agreement referring to MLS's right to amend the Player Handbook, the Standard Fine Schedule set forth in Exhibit A may not be increased in any way during the term of this Agreement.

Section 20.4 **Deduction of Fines:** MLS shall deduct from any amounts due under Paragraph 1 of the Player's SPA any fines or penalties levied against the Player by MLS and/or his Team unless (i) the fine is under appeal to the League in accordance with the procedure set forth in Section 20.2(iv), above, or (ii) the Commissioner's decision in connection with such fine or penalty is the subject of a grievance under Article 21 herein. Fines in excess of $250 shall be prorated on a reasonable installment basis at the League's discretion, generally between two (2) and eight (8) payroll periods, unless the Player has been released or his SPA will expire within those periods.

Section 20.5 **Paid and Unpaid Suspensions**: An automatic suspension resulting from issuance of a red card will not, in itself, result in loss of pay. As noted in Section 20.2, additional discipline may be imposed for the same conduct resulting in issuance of a red card.

Section 20.6 **Right to Representation**: The Union shall be given advance notification of any investigative interview of a Player or any hearing involving a Player. The Union has the right to be present during any such interview or at such hearing. A Player's agent may be present in addition to, but not instead of, such Union representative.

ARTICLE 21

GRIEVANCES AND ARBITRATION

Section 21.1 **Definitions** A "grievance" is any dispute arising after the effective date of this CBA and involving the interpretation or application of, or compliance with, any agreement between the Union and MLS or between a Player and MLS. Grievances will be resolved exclusively in accordance with the procedure set forth in this Article, except where otherwise provided in this CBA (including the SPA).

Section 21.2 **Initiation:** A grievance may be initiated by MLS or the Union only. 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 party initiating the grievance, whichever is later.

Section 21.3 **Filing**: A party shall initiate a grievance by filing a written notice by fax and telephone (including voice mail) with the other party. The notice shall set forth the specifics of the alleged action or inaction giving rise to the grievance or injury grievance and shall cite the provision of this CBA (including any SPA or addendum thereto) allegedly breached, and provide an explanation of the theories being asserted, although a party shall not be precluded from subsequently asserting, and the Impartial Arbitrator shall not be precluded from finding, that a different provision or agreement has been breached, or that an award should be based on a theory other than it asserted when the grievance was initiated. The party served with a grievance will answer in writing by fax and telephone (including voice mail) within ten (10) days of receipt thereof. The answer will set forth admissions or denials as to the facts alleged. If the answer denies the grievance, the specific grounds for denial, including any supporting theories, will be set forth.

Section 21.4 **Grievance Committee:**

(i) If a grievance is not resolved within seven (7) days after the answer has been filed, the grievance shall be referred to a Grievance Committee (unless the parties jointly agree to submit the matter directly to the Impartial Arbitrator), consisting of a representative appointed by MLS and a representative appointed by the Union. Within fourteen (14) days following such reference, the Grievance Committee shall meet by telephone on a date and at a time agreed upon; provided, however, that, upon the request of either party the Grievance Committee shall meet in person, with such meetings to be held in Washington, D.C. if MLS requests the in-person meeting and New York, NY if the Union requests the in-person meeting, unless otherwise agreed. Each party shall bear its own costs related to its participation in such meetings.

(ii) At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues and/or questions presented by the grievance and review and discuss resolution and/or settlement of the grievance.

(iii) Evidence of settlement discussions and offers shall be inadmissible before the Impartial Arbitrator.

(iv) No grievance shall be arbitrable unless it is first heard by the Grievance Committee.

Section 21.5 **Arbitration**: If the Grievance Committee fails to resolve a grievance at its meeting, the grieving party may, within ten (10) days after the Grievance Committee meeting, elect to arbitrate the grievance, by filing a written notice of intention to arbitrate by mail and fax with the Impartial Arbitrator and the other party. Each party may, in good faith, raise arguments and facts not presented in the grievance or answer.

Section 21.6 **Selection of Impartial Arbitrator**: There will be one Impartial Arbitrator, appointed jointly by the parties, who shall serve from year to year; provided, however, that between December 1 and 15 of any year, either of the parties to this CBA may discharge the Impartial Arbitrator by serving written notice upon him/her during that period and upon the other party to this CBA. The Impartial Arbitrator so discharged shall render decisions in cases where the hearing(s) has been held and the record has been closed, but in no other cases. The parties, after reasonable search and due diligence, shall thereupon either agree upon a successor Impartial Arbitrator or, failing agreement, an ad hoc Arbitrator shall be selected for each arbitrable grievance under the "Appointment from Panel" provision in the Labor Rules of the American Arbitration Association then in effect.

Section 21.7 **Hearing**: It is intended that witnesses appear at the arbitration hearing and that hearings shall be in person, in the presence of the Impartial Arbitrator. The parties shall each use their best efforts to require witnesses to appear at the scheduled hearing. If a witness is unavailable, the party offering the witness shall notify the other party as soon as the unavailability of the witness is known. If the parties agree, the witness may testify by telephone. If the parties do not agree, a hearing date shall be selected for the purpose of taking the witness's testimony. The record shall be closed at the end of the hearing unless the Arbitrator orders to the contrary.

Section 21.8 **Arbitrator's Decision and Award**: The Impartial Arbitrator will issue a written decision within thirty (30) days of the close of the record. The decision of the Impartial Arbitrator will constitute full, final and complete disposition of the grievance, and will be binding upon the player(s) involved and the parties to this CBA; provided, however, that the Impartial Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this CBA or any SPA or addendum. In resolving grievances, the Impartial Arbitrator will have the authority to interpret, apply and determine compliance only with any provision of this CBA and/or an SPA. The Impartial Arbitrator shall have no authority to alter or modify the contractual relationship or status between a player and the League, other than where such remedy is expressly provided for in this CBA.

Section 21.9 **Time Limits:** If any grievance is not processed or resolved in accordance with the prescribed time limits within any step, unless an extension of time has been mutually agreed upon in writing, the grieving party, after notifying the other party of its intent in writing, may proceed to the next step. Failure to file a grievance within the time limit prescribed by Section

21.2, above, shall be deemed a waiver of such grievance, and such waiver shall be binding in arbitration before the Impartial Arbitrator.

Section 21.10 **Fees and Costs:** Except as otherwise set forth herein, all costs of arbitration, including the fees and expenses of the Impartial Arbitrator, will be shared equally by the parties. The parties shall each be responsible for their separate costs.

Section 21.11 **Medical Determinations:** It is understood that cases concerning or involving player injuries may be heard by the Impartial Arbitrator, but in such cases the medical conclusions of the Independent Physician shall be conclusive and the Impartial Arbitrator shall have no jurisdiction to make such medical determinations.

ARTICLE 22

INSURANCE COVERAGES

Section 22.1 **Medical and Dental Insurance**: MLS shall provide Players with valid Guaranteed, Semi-Guaranteed or Non-Guaranteed SPAs (but not any Player signed to a Non-Guaranteed Call-Up Agreement) with hospital, major medical and dental coverage. Applicable summary plan descriptions are available in the League office and shall be provided to the Union. Each Player party to a Standard Player Agreement (and such player's eligible dependents, if applicable) will be provided with medical benefits. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summary plan descriptions that will be distributed by MLS to each Player and to the Union.

Subject to any conditions and limitations contained in the plan currently in effect, the medical plan will provide, at a minimum, that Players receive either (a) in-network services with an annual deductible of no more than $250 for individual coverage ($500 for family coverage), or, for out-of-network services, an annual deductible of no more than $500 for individual coverage ($1,000 for family coverage); (b) no co-insurance limit for in-network services, or, for out-of-network services, a maximum co-insurance limit of $1,500 for individual coverage ($3,000 for family coverage); (c) coverage for 100% of in-network services, after a $25 co-pay ($30 for a specialist), or, for out-of-network services, coverage for 80%; (d) unlimited lifetime maximum benefits; and (e) coverage for prescription drugs as follows: (i) $15 co-payment for generic drugs; (ii) $20 co-payment for formulary brand name drugs; and (iii) $35 co-payment for non-formulary brand name drugs.

Section 22.2 **Dental Insurance**: Each Player party to a Guaranteed, Semi-Guaranteed or Non-Guaranteed SPA (but not any Player signed to a Non-Guaranteed Call-Up Agreement), and such player's eligible dependents, if applicable, will be provided with dental benefits. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summary plan descriptions that will be distributed by MLS to each Player and to the Union.

Subject to any conditions and limitations contained in the plan currently in effect, the medical plan will provide, at a minimum, that Players receive, with no annual deductible, coverage for 100% of preventive and basic services (as those services are defined in the current insurance plan); coverage for 80% of general dental expenses (as those services are defined in the current insurance plan), after a deductible of $50 for individual coverage ($100 for family); and coverage for 50% of crowns, inlays, gold fillings, and fixed bridge work, after a deductible of $50 for individual coverage ($100 for family). Dental benefits are subject to a $1,500 individual annual maximum.

Section 22.3 **Life Insurance**: The League shall maintain in effect a group life insurance policy providing a face policy amount of $75,000 per eligible Player, for those Players who are parties to a valid, current SPA, and $50,000 of coverage for such Players' spouses, and $10,000 of coverage for each such Player's dependent children. For each Player who is party to a valid current SPA, an Accidental Death and Dismemberment policy shall also be maintained by the

League providing benefits up to $75,000 per eligible Player. Payments under such policy shall be dependent on the type of injury suffered, in accordance with the benefit levels set forth in the insurance carrier's schedule of benefits in effect as of January 1, 2005, which is subject to change from time to time in accordance with the carrier's current contract as approved by the Insurance Commissioner of New York State. In the event that there is a material change to such benefit levels, MLS shall obtain coverage with benefit levels substantially similar to those provided as of January 1, 2005, if such benefit levels are available from another carrier.

Section 22.4 **Long-Term Disability**: Long-Term Disability insurance will be provided that, in the case of covered conditions, provides benefits equivalent to sixty (60%) of the player's salary, with a monthly maximum benefit of $10,000. Premiums for such insurance shall be paid by MLS.

Section 22.5 **Workers' Compensation**: MLS shall provide workers' compensation benefits in accordance with applicable statutes, provided that, in any state where workers' compensation coverage is not compulsory, MLS will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to Players in that state. Any credit against any workers compensation award shall be limited as set forth in Section 9.2(ii), and no deduction and/or set-off may be made based upon the salary and/or benefits received by the Player while under contract with MLS for any workers' compensation award for benefits after the Player ceases to be under contract with MLS.

Section 22.6 **Insurance Providers:** MLS may change the carrier of any of the foregoing insurance programs at any time during the term of this CBA, after consultation with the Union, provided that, subject to the terms set forth in this Article, in no event shall any change in insurance carrier result in a material decrease in the types or levels of any of the benefits provided for above.

ARTICLE 23

COMPETITION GUIDELINES AND PLAYER HANDBOOK

Section 23.1 **Competition Guidelines and Player Handbook**: Each player shall be bound by the provisions of the Competition Guidelines and Player Handbook. The Competition Guidelines and Player Handbook in effect as of the date of this CBA are attached as Exhibits 7 and 8, respectively, and shall be deemed incorporated herein. 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. Each time that the League amends the Competition Guidelines or the Player Handbook, it shall as soon as reasonably possible, distribute a copy of such amended document(s) to the Union and, upon the request of the Union, shall provide each Player with a written description of the changes made to such document(s).

ARTICLE 24

SAFETY, REFEREE, AND RULES COMMITTEES; PLAYING CONDITIONS

Section 24.1 **Safety Committee, Referee, and Rules Committees:** The parties agree to establish a joint Safety Committee, joint Referee Committee and a joint Rules Committee, each of which will meet annually via teleconference and, if a committee reaches agreement, will make recommendations to the Commissioner concerning safety procedures, refereeing and game rules, respectively. The Safety Committee shall be made up of representatives, an equal number of whom shall be appointed by the Union and MLS. The Referee and Rules Committees shall be bilateral but will not necessarily have equal numbers of members from each party.

Section 24.2 **Playing and Practice Facilities**: 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. Although not obligated to provide it, MLS recognizes the desirability of grass playing surfaces for MLS games and practices.

ARTICLE 25

ALL-STAR GAME; ALL-LEAGUE TEAMS

Section 25.1 **All-Star Game**: In the event that MLS elects to hold an All-Star Game during an MLS Season during the term of this CBA, MLS will name thirty-two (32) MLS Players as All-Stars, who shall be considered All-Stars for purposes of any performance bonus and/or base salary adjustment in the player's SPA. If no All-Star Game is held in a given League Year, a minimum of thirty-two (32) Players shall nevertheless receive any performance bonus and/or base salary adjustment in the respective Player's SPA designated for being named an MLS All-Star. The League retains sole discretion to decide whether an All-Star game shall be held in any season during this CBA and, if an All-Star game is held, the format of such game and the composition of the playing roster, including whether the game shall include non-MLS players. MLS agrees to consult with the Union on any changes in the All-Star roster selection process, and shall exercise good-faith in naming thirty-two All-Star caliber Players as the Players who shall receive an All-Star bonus and/or base salary adjustment, if applicable, pursuant to their SPA.

Section 25.2 **All-League Team**: Each season during this CBA the League shall name an MLS All-League Team (the "Best Eleven"), and each player named to such team shall receive any performance bonus and/or base salary adjustment in the Player's SPA designated for being named to the Best Eleven.

ARTICLE 26

NOTICES

Section 26.1 The League agrees that all notices issued to Players as a group (by Team or otherwise) will be written in both English and Spanish. Disciplinary notices shall include contact information for a person at MLS concerning such discipline.

Section 26.2 Any and all notices given or required to be given pursuant to this CBA shall be sent by personal delivery, overnight courier (e.g., UPS or FedEx) or by fax as set forth below. Proof of faxing must be available through a printed confirmation of transmission. Option notices must be sent to the applicable Player, or his authorized representative, as set forth in the Player's SPA, or as set forth in a signed form provided to MLS, and may also be sent by certified mail (return receipt requested). Notices shall be deemed to have been received on the date such notice is delivered to the address stated below (or such other address as may be specified in writing by the parties hereto) or, in the case of certified mail, on the fifth (5^{th}) business day following the date on which it was mailed:

If to MLS, at:

Major League Soccer
Attn.: Todd Durbin
110 East 42nd Street—10^{th} floor
New York, New York 10017
Fax: (212) 450-1341; **AND**
(212) 450-1340

If to the Union, at:

MLS Players Union
Attn: Bob Foose
4300 Montgomery Avenue, Suite 305
Bethesda, MD 20814
Fax: (301) 907-8212; **AND**

Sherman, Dunn, Cohen, Leifer & Yellig, P.C.
Attn: Jon Newman
1125 Fifteenth Street, NW, Suite 801
Washington, DC 20005
Fax: (202) 775-1950

If to the Player, at the address set forth under his name, or the name of his agent or lawyer, as set forth in the Player's SPA or in a signed form provided to MLS. Absent a signed designation by the Player, notices to the Player will be sent to the Player, at his last known address, and the Union.

ARTICLE 27

MISCELLANEOUS

Section 27.1 **Conflicts of Interest**: No player shall, directly or indirectly, loan money to or become surety or guarantor for any umpire, referee, linesman or similar official employed by the League. No player shall represent, directly or indirectly, any other player in the League except through the Union, or have any financial interest or participation in any entity that represents players except the Union.

Section 27.2 **Headings**: The headings, including all Article, Section and subjection numbers in this CBA are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting, this CBA.

Section 27.3 **Time Periods**: Unless expressly stated to the contrary, the specification of any time period in this CBA shall 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 27.4 **Exhibits**: All of the Exhibits hereto are an integral part of this CBA.

Section 27.5 **Interpretation**: The parties agree that the provisions of this CBA shall be construed in accordance with generally accepted principles applicable in labor arbitration in the United States and without regard to which party drafted a particular provision.

Section 27.6 **Integration**: This CBA, together with the exhibits hereto, constitutes the entire understanding between the parties, and all understandings, conversations and communications, proposals and counter proposals, oral and written (including any draft of this Agreement) between MLS and the Union, or on behalf of them, are merged into and superceded 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.

ARTICLE 28

GROUP LICENSING

The Union, on behalf of present and future MLS Players, agrees that MLS and its assignees or licensees, if any, have the exclusive right to use the "Likenesses" of each MLS Player as such term is defined for such group licensing purposes as are set forth in the SPA, and the Group License Agreement between MLS and the Union, dated as of December 1, 2004.

THIS CBA IS ENTERED INTO EFFECTIVE THE 1ST DAY OF DECEMBER, 2004.

MAJOR LEAGUE SOCCER PLAYERS UNION

Bob Foose
Executive Director

Evan Whitfield – Chicago Fire

Matt Crawford – Colorado Rapids

Ross Paule – Columbus Crew

Matt Behncke – Dallas Burn

Ben Olsen – D.C. United

Chris Klein – Kansas City Wizards

Sasha Victorine – Los Angeles Galaxy

Eddie Pope – NY/NJ Metrostars

Brian Kamler – New England Revolution

Landon Donovan – San Jose Earthquakes

MAJOR LEAGUE SOCCER

Donald Garber
Commissioner

Ivan Gazidis
Deputy Commissioner

J. Todd Durbin
Senior Vice President

EXHIBIT 1

STANDARD PLAYER AGREEMENT

EXHIBIT 2

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION TO MLS AND MLS TEAMS

I hereby authorize the use and/or disclosure of all of my health information as provided for below:

1. **This authorization applies to all health information about me**. as used in this authorization, "health information" means my entire past or present health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, condition, medical history, medical or clinical status, results of all physicals, trainer's records, diagnoses, treatments, history and prognosis of any and all past or present medical condition, clinical notes, test results, laboratory reports, x-rays, diagnosis imaging results, and data relating to any testing or medical study.

2. I authorize all physicians, hospitals, laboratories, pharmacies, clinics, and other health care providers (including, but not limited to, all trainers), who have or may have any health information about me, to use and/or disclose all that health information about me to the physicians, coaches, trainers and other officials of Major League Soccer, L.L.C. (MLS) and the MLS Team or Teams for which I have agreed (or may agree) to play while this form is in effect (and, in the event of any contemplated assignment of my playing services to another MLS Team or Teams, the physicians, trainers and officials of such other MLS Team or Teams).

3. I authorize the use and disclosure of all my health information for any purpose relating to my employment as a Major League Soccer player. Public release will be limited to medical information relating to why I am not or have not been or may not be rendering playing services to my Team.

4. I understand that any of my health information that is disclosed in accordance with this authorization form might be redisclosed by the recipient of that information and may no longer be protected by federal health care privacy laws and rules.

5. I understand that my treatment, payment for treatment, or enrollment in a health plan or eligibility for health plan benefits (if applicable) will not be conditioned upon whether or not i sign this form except in the case of physicals performed by a MLS Team-designated physician or another health care provider that do not involve treatment and that are performed solely to provide fitness-to-play information to a MLS Team or the League.

6. This authorization is effective until the date on which my employment as a Major League Soccer player is terminated.

7. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the classes of persons or entities I have authorized to use and/or disclose and/or receive my health information have already acted in reliance upon this authorization. My revocation must be in writing and be sent to _____. I further understand that my right to revoke this authorization shall not serve to excuse any failure by me to comply with the provisions of any individual contract covering my employment

as a Major League Soccer player to which I am (or may be) a party, or any other agreement that may govern the terms and conditions of my employment as a Major League Soccer player.

8. I acknowledge that I have received a copy of this authorization and that a copy of this authorization shall be considered as effective and valid as the original.

_____ Date: _____

Signature

_____

Printed Name

EXHIBIT 3

CHECK-OFF AUTHORIZATION

I hereby authorize and direct MLS to deduct from my wages and pay to the Major League Soccer Players Union an amount equal to the dues fixed by the Major League Soccer Players Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union. This authorization is made with the specific understanding that it is not a condition of employment with my employer.

This authorization and direction shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of the current collective bargaining agreement, if any, between Major League Soccer, L.L.C., and the Major League Soccer Players Union, whichever is sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed from year to year, for a period of one year, unless within the ten (10) day period prior to the anniversary of this authorization, I revoke this authorization in writing. Fees, dues and assessments covered by this Authorization are not deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Name:_____ Signature:_____
(print)

Dated:_____

EXHIBIT 4

APPROVED HOTELS

Chicago
Radisson Hotel & Suites
160 E. Huron
Chicago, IL 60611
312.787.2900
312.787.5158 fax

Colorado
Adams Mark Denver
1550 Court place
Denver, CO 80202
303.893.3333
303.626.2543 fax

Columbus
The Columbus
(formerly Adams Mark Hotel)
50 North Third Street
Columbus, OH 43215
614.228.5050
614.228.2525 fax

Dallas
Harvey Hotel & Suites DFW Airport
4545 W. John Carpenter Freeway
Irving, TX 75063
972.929.4500
972.929.0733 fax

Kansas City
Hyatt Regency Crown Center
2345 McGee Street
Kansas City, MO 64108
816.421.1234
816.435.4193 fax

Los Angeles
Hilton Carson Civic Plaza
2 Civic Plaza
Carson, CA 90745
310.830.9200
310.518.2969 fax

New England
Sheraton Braintree
37 Forbes Road
Braintree, MA 02184
781.848.0600
781.843.9492 fax

New York / New Jersey
Courtyard by Marriott
455 Harmon Meadow Blvd.
Secaucus, NJ 07094
201.617.8888
201.319.0035 fax

San Jose
Hilton San Jose & Towers
300 Almaden Blvd.
San Jose, CA 95110
408.287.2100
408.947.4488 fax

Washington, D.C.
Marriott Key Bridge
1401 Lee Highway
Arlington, VA 22209
703.524.6400
703.524.8964 fax

EXHIBIT 5

SUBSTANCE ABUSE AND BEHAVIORAL HEALTH PROGRAM AND POLICY

EXHIBIT 6

SCHEDULE OF TEAM FINES

EXHIBIT 7

COMPETITION GUIDELINES

EXHIBIT 8

PLAYER HANDBOOK