WOMEN'S NATIONAL BASKETBALL ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	1
ARTICLE II	RECOGNITION CLAUSE	15
ARTICLE III	UNION SECURITY, DUES AND CHECK-OFF	16
ARTICLE IV	MANAGEMENT RIGHTS CLAUSE	18
ARTICLE V	STANDARD PLAYER CONTRACT	19
ARTICLE VI	FREE AGENCY	42
ARTICLE VII	SALARY CAP, LEAGUE-WIDE GUARANTEE, AND MINIMUM TEAM SALARY	59
ARTICLE VIII	ROOKIE SCALE	76
ARTICLE IX	MERIT BONUSES	77
ARTICLE X	BENEFITS	78
ARTICLE XI	PLAYER-RELATED EXPENSES	85
ARTICLE XII	REVENUE SHARING	89
ARTICLE XIII	PLAYER ELIGIBILITY AND WNBA DRAFT	94
ARTICLE XIV	PLAYER CONDUCT AND DISCIPLINE	103
ARTICLE XV	CIRCUMVENTION	107
ARTICLE XVI	ANTI-COLLUSION PROVISIONS	115
ARTICLE XVII	TRAINING AND VETERAN CAMPS	125
ARTICLE XVIII	OFF-SEASON PLAY	126
ARTICLE XIX	OFF-SEASON TOURS AND TOURNAMENTS	127
ARTICLE XX	PHYSICAL CONDITION, MEDICAL EXAMINATIONS AND INJURIES	129
ARTICLE XXI	ANTI-DRUG PROGRAM	133
ARTICLE XXII	GRIEVANCE AND ARBITRATION	134

ARTICLE XXIII	PROCEDURES FOR THE RESOLUTION OF DISPUTES UNDER ARTICLES VI, VII, XII, XIII, XV, AND XVI	144
ARTICLE XXIV	PROMOTIONAL APPEARANCES AND MEDIA	148
ARTICLE XXV	MANDATORY PROGRAMS	152
ARTICLE XXVI	LICENSING, PLAYER MARKETING, COMMERCIAL APPEARANCES, PLAYERS ASSOCIATION MARKETING, PICTURES AND APPAREL	153
ARTICLE XXVII	BROADCAST AND TELECAST RIGHTS	160
ARTICLE XXVIII	MUTUAL RESERVATION OF RIGHTS	161
ARTICLE XXIX	TEAM RULES	162
ARTICLE XXX	RIGHT OF SET-OFF	163
ARTICLE XXXI	SAVINGS CLAUSE	165
ARTICLE XXXII	PLAYER AGENTS	166
ARTICLE XXXIII	EXPANSION, CONTRACTION, ROSTERS, NUMBER OF GAMES	168
ARTICLE XXXIV	MARKETING AND PROMOTIONAL AGREEMENTS	172
ARTICLE XXXV	PROVISIONS WITH RESPECT TO CANADIAN EMPLOYMENT	174
ARTICLE XXXVI	PLAYER ADVISORY PANEL	177
ARTICLE XXXVII	INTEGRATION, ENTIRE AGREEMENT, INTERPRETATION AND CHOICE OF LAW	178
ARTICLE XXXVIII	TERM OF AGREEMENT	180
ARTICLE XXXIX	NO-STRIKE AND NO-LOCKOUT PROVISIONS	181
ARTICLE XL	OLYMPIC HIATUS	183
ARTICLE XLI	OTHER	186
EXHIBIT 1	STANDARD PLAYER CONTRACT	188
EXHIBIT 2	WNBA ANTI-DRUG PROGRAM	208
EXHIBIT 3	NOTICE OF BONA FIDE EXCLUSIVE ENDORSEMENT AGREEMENT	253

EXHIBIT 4 Players who have played pursuant to Core Player Contracts prior to the 2008 Season (along with the Seasons included in those Core Player Contracts) 254

EXHIBIT 5 WNBA ROOKIE SCALE 255

EXHIBIT 6 OFFER SHEET 261

EXHIBIT 7 FIRST REFUSAL EXERCISE NOTICE 262

EXHIBIT 8 CORE PLAYER DESIGNATION NOTICE 263

ANTI-DRUG AGREEMENT SIDE LETTER 264

2008 TRANSITION RULES SIDE LETTER 267

RATIFICATION SIDE LETTER 269

AGREEMENT WITH RESPECT TO GROUP LICENSE AGREEMENT 270

MUTUAL RELEASES AND COVENANTS NOT TO SUE 276

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

(a) "Additional Marketing and Promotional Compensation" means the compensation in U.S. dollars that is paid or payable to a player pursuant to a WNBA Marketing and Promotional Agreement or a Team Marketing and Promotional Agreement.

(b) "Agreement" means this Collective Bargaining Agreement entered into on January 24, 2008.

(c) "Authorized WNBA Footwear Supplier" (or "Authorized Footwear Supplier") means an entity granted the right by WNBA Enterprises to outfit one or more WNBA players with logo-identified basketball footwear to be worn during WNBA games.

(d) "Base Salary" means the salary that is set forth in Exhibit 1 to a Player Contract that is paid or payable in U.S. dollars to a WNBA player (including players whose Player Contracts have been terminated) for rendering services under such Contract.

(e) "Bona Fide Exclusive Endorsement Agreement" means a binding agreement between a player and a Bona Fide Licensee authorizing or granting the Bona Fide Licensee the right to use the Player Attributes of such player exclusively on or in connection with a product or service, pursuant to which the player receives at least five thousand dollars ($5,000) annually.

(f) "Bona Fide Licensee" means an entity that (i) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, regularly engaged in the business of making or selling the products or services that are covered by such Bona Fide Exclusive Endorsement Agreement with the intention of earning a profit from such business, (ii) is commencing the

business of making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement, within one year of the player's execution thereof, on a bona fide basis with the intention of earning a profit from such business or (iii) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, a bona fide tax exempt charitable organization that is making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement for a legitimate charitable purpose and continues as a tax exempt charitable organization for the term of such Bona Fide Exclusive Endorsement Agreement. In the event of a dispute as to whether any license agreement entered into by a player is a Bona Fide Exclusive Endorsement Agreement, and not a bad faith attempt to defeat the grant of rights to WNBA Enterprises under this agreement, the burden of proof as to the agreement's bona fide nature shall rest with the player.

(g) "Contract" (see "Standard Player Contract").

(h) "Contracting Team" means any Team that, by decision of the WNBA or such Team, ceases operations as a member of the WNBA following the date of this Agreement.

(i) "Core Player" means a player so designated in accordance with Article VI, Section 7.

(j) "Designated Sponsor Category" means (i) each of the sponsor categories (reasonable in scope) designated by each Team by March 15 prior to each Season and (ii) each of the sponsor categories (reasonable in scope) designated by WNBA Enterprises by March 15 prior to each Season; provided, however, that, the total number of such designations each Season by a Team and WNBA Enterprises will not exceed six (6).

(k) "Draft" or "WNBA Draft" means the annual WNBA draft of Rookie players in accordance with Article XIII.

(l) "Draft Picks" means First Round Picks, Second Round Picks, and Third Round Picks.

(m) "Draft Rookie" (see "Rookie").

(n) "Exception" means an exception to the rule that a Team's Team Salary may not exceed the Salary Cap.

(o) "Expansion Team" means any Team that becomes a member of the WNBA through expansion following the date of this Agreement and commences play during the term of this Agreement.

(p) "Extension" means an amendment to a Player Contract lengthening the term of the Contract by adding one or more additional twelve-month periods, other than pursuant to the exercise of an Option.

(q) "First Round Pick" means a player selected by a Team in the first round of the Draft.

(r) "Free Agent" means: (i) a Veteran Free Agent; (ii) a Rookie Free Agent; (iii) a Veteran whose Player Contract has been terminated in accordance with the WNBA waiver procedure; or (iv) a player whose last Player Contract was a 7-Day Contract or a Replacement Contract, and who either completed the Contract by rendering the playing services called for thereunder or was released early from such Contract.

(s) "Marketing and Promotional Agreements" means WNBA Marketing and Promotional Agreements and Team Marketing and Promotional Agreements.

(t) "Mid Point of the Regular Season" means with respect to any WNBA Regular Season, the date that is halfway between the commencement and the conclusion of such Regular Season, calculated by taking the total number of calendar days of such Regular Season

(including the day of the first Regular Season game and the day of the last Regular Season game), dividing that number by two (2), and, if the result is not a whole number, rounding up to the nearest whole number.

(u) "Minimum Annual Salary" means the minimum salary that must be included in a Player Contract that covers the entire Regular Season in accordance with Article V, Section 7.

(v) "Minimum Player Salary" means (i) with respect to a Player Contract that covers the entire Regular Season, the Minimum Annual Salary called for under Article V, Section 7; (ii) with respect to a Rest-of-Season Contract, the Minimum Annual Salary called for under Article V, Section 7, multiplied by a fraction, the numerator of which is the number of days remaining in the WNBA Regular Season as of the date such Rest-of-Season Contract is entered into, and the denominator of which is the total number of days of that Regular Season; (iii) with respect to a Replacement Contract, 75% of the Minimum Annual Salary called for under Article V, Section 7, multiplied by a fraction, the numerator of which is the number of days remaining in the WNBA Regular Season as of the date such Replacement Contract is entered into, and the denominator of which is the total number of days of that Regular Season; and (iv) with respect to a 7-Day Contact, the Minimum Annual Salary called for under Article V, Section 7, multiplied by a fraction, the numerator of which is seven (7) and the denominator of which is the total number of days of that Regular Season.

(w) "Minimum Team Salary" means the amount of Team Salary, as set forth in Article VII, Section 1(d), that each Team must equal or exceed as of the last day of a Season.

(x) "Negotiate" or "negotiate" means, with respect to a player or her representatives on the one hand, and a Team or its representatives on the other hand, to engage in

any written or oral communication relating to the possible employment, or terms of employment, of such player by such Team as a basketball player, regardless of who initiates the communication.

(y) "Non-Draft Rookie" (see "Rookie").

(z) "Off-Season" means the period beginning one day after the last game of a WNBA Season and continuing through the day prior to the first day of the following Season's training camp.

(aa) "Off-Season Playing Obligation" means a contract or agreement between a player and any entity that requires the player to play basketball in a professional basketball league other than the WNBA during the Off-Season.

(bb) "Option Year" means the additional twelve-month period that is added to the term of the Standard Player Contract of certain Rookies if the option provided for in Article V, Section 4 is exercised by the Team.

(cc) "Picture" means all forms of audio, video, data or image reproduction, distribution or transmission whether now existing or hereafter created, including, but not limited to, still photographs, motion pictures, videocassettes, television images, computer and digital images, CD-ROM, and digital disc, in all cases whether live or on a delayed taped basis.

(dd) "Players Association" means the Women's National Basketball Players Association.

(ee) "Player Attributes" means a player's name, nickname, Picture, portrait, image, signature, voice or other identifiable attributes and, to the extent that she has rights therein, biographical data.

(ff) "Player Contract" (see "Standard Player Contract").

(gg) "President" or "League President" means the President of the WNBA.

(hh) "Prior Team" means the Team for which a player was last under Contract prior to becoming a Veteran Free Agent.

(ii) "Qualifying Offer" means an offer of a Standard Player Contract, signed by the Team that (i) is either personally delivered to the player or her representative or sent by prepaid certified, registered or overnight mail to the last known address of the player or her representative; (ii) is for a period of one year; (iii) may be conditioned, at the option of the Team, on the player submitting to and passing a physical examination in accordance with the provisions of Article V, Section 3(d); and (iv) provides for a Base Salary equal to: (A) for a Reserved Player, the applicable Minimum Player Salary (a "Reserved Qualifying Offer"); (B) for a Draft Rookie finishing her Rookie Scale Contract who is subject to a right of first refusal in accordance with Article VI, Section 5(a), 105% of the player's fourth year Base Salary (a "Rookie Scale Qualifying Offer"); (C) for a player subject to a right of first refusal in accordance with Article VI, Sections 5(b)-(d) the greater of the applicable Minimum Player Salary or the Base Salary contained in the last Season of the player's prior Contract (a "Restricted Qualifying Offer"); and (D) for a player (x) with six (6) or more Years of Service designated as a Core Player, the Maximum Player Salary pursuant to Article V, Section 8(a)(i) and (y) with four (4) or five (5) Years of Service designated as a Core Player, the Maximum Player Salary pursuant to Article V, Section 8(a)(ii) (a "Core Qualifying Offer"). No Qualifying Offer may provide for any Base Salary protection, except that a Core Qualifying Offer must be fully protected for lack of skill and injury or illness.

(jj) "Qualifying Shoe Deal" means an exclusive agreement between a player and a shoe manufacturer that (i) provides for at least five thousand dollars ($5,000) in cash

payments annually to the player and (ii) has been filed (in whole or in a summary form that includes all material terms, but with the financial terms redacted) with the WNBA League Office at least seven (7) days before the start of the training camp preceding the applicable WNBA Season.

(kk) "Qualifying Veteran Free Agent" means a Veteran Free Agent who played under one or more Player Contracts covering some or all of each of the two preceding Seasons and either played exclusively with her Prior Team during such two Seasons, or, if she played with more than one Team during such period, changed Teams only (i) by means of assignment, or (ii) by signing with her Prior Team during the first of the two Seasons.

(ll) "Regular Season" or "WNBA Regular Season" means, with respect to any Season, the period beginning on the first day and continuing through the last day of regularly scheduled (as opposed to exhibition or playoff) competition between WNBA Teams.

(mm) "Replacement Contract" means a Contract signed with a Replacement Player pursuant to the Hardship Exception or Emergency Hardship Exception set forth in Article VII, Section 5.

(nn) "Replacement Player" means a player who is signed by a Team pursuant to the Hardship Exception or Emergency Hardship Exception set forth in Article VII, Section 5.

(oo) "Required Tender" means an offer of a Rookie Scale Contract to a Draft Rookie, signed by the Team, that: (i) is either personally delivered to the player or her representative or sent by prepaid certified, registered, or overnight mail to the last known address of the player or her representative; (ii) provides the player with ten (10) days to accept; and (iii) may be conditioned, at the option of the Team, on the player submitting to and passing a physical examination in accordance with the provisions of Article V, Section 3(d).

(pp) "Reserved Player" means a Veteran Free Agent who is subject to a Team's exclusive negotiating rights in accordance with Article VI.

(qq) "Restricted Free Agent" means a Veteran Free Agent who is subject to a Team's right of first refusal in accordance with Article VI.

(rr) "Rookie" or "Rookie Player" means a person eligible to be a WNBA player pursuant to Article XIII Section 1, who has never signed a Player Contract with a WNBA Team.

(i) "Draft Rookie" means a Rookie who is selected in the WNBA Draft.

(ii) "Non-Draft Rookie" means a Rookie who is not selected in the WNBA Draft for which she is first eligible.

(ss) "Rookie Free Agent" means: (i) a Draft Rookie who, pursuant to the provisions of Article XIII, is no longer subject to the exclusive negotiating rights of any Team, and who may be signed by any Team; or (ii) a Non-Draft Rookie who may be signed by any Team.

(tt) "Rookie Scale Amounts" means the amounts set forth in the tables annexed hereto as Exhibit 5.

(uu) "Rookie Scale Contract" means the initial Standard Player Contract that can be offered to and entered into by a Rookie, in accordance with Article V.

(vv) "Room" means the amount by which a Team's then-current Team Salary is less than the Salary Cap.

(ww) "Salary" means, with respect to a Salary Cap Year, a player's Base Salary with respect to the Season covered by such Salary Cap Year, plus any other amount that is

deemed to constitute Salary in accordance with the terms of this Agreement, not including any portion of the player's Base Salary that is attributable to another Salary Cap Year in accordance with this Agreement. Salary also includes any consideration received by a retired player that is deemed to constitute Salary in accordance with the terms of Article VII. The computation of a player's Salary under this Agreement shall be made without regard to any reduction in Base Salary that results from the player's suspension by the WNBA or her Team. Salary shall not include any Additional Marketing and Promotional Compensation paid or payable to a player.

(xx) "Salary Cap" means the maximum allowable Team Salary for each Team for a Salary Cap Year, subject to the rules and Exceptions set forth in this Agreement.

(yy) "Salary Cap Year" means the period from December 1 through the following November 30. The first Salary Cap Year under this Agreement shall be the 2008 Salary Cap Year and shall commence (retroactively) on December 1, 2007 and end on November 30, 2008. The 2009 Salary Cap Year shall commence on December 1, 2008 and end on November 30, 2009; the 2010 Salary Cap Year shall commence on December 1, 2009 and end on November 30, 2010; the 2011 Salary Cap Year shall commence on December 1, 2010 and end on November 30, 2011; the 2012 Salary Cap Year shall commence on December 1, 2011 and end on November 30, 2012; and the 2013 Salary Cap Year shall commence on December 1, 2012 and end on September 30, 2013.

(zz) "Season" or "WNBA Season" means the period beginning on the first day of training camp and ending immediately after the last game of the WNBA Finals.

(aaa) "Second Round Pick" means a player selected by a Team in the second round of the Draft.

(bbb) "Standard Player Contract" or "Player Contract" or "Contract" means the standard form of written agreement between a player and a Team required for use in the WNBA by Article V below, pursuant to which such player is employed by a WNBA Team as a professional basketball player.

(ccc) "Team" means any team that is a member of the WNBA.

(ddd) "Team Affiliate" means:

(i) any individual or entity who or which (directly or indirectly) holds an ownership interest in a Team (other than ownership of publicly-traded securities constituting less than 5% of the ownership interests in a Team);

(ii) any individual or entity who or which (directly or indirectly) controls, is controlled by or is under common control with, or who or which is an entity affiliated with or an individual related to, a Team;

(iii) any individual or entity who or which (directly or indirectly) controls, is controlled by or is under common control with, or who or which is an entity affiliated with or an individual related to, an individual or entity described in subparagraphs (a) or (b) above; or

(iv) any entity in which 10% or more of the ownership interests are held (directly or indirectly) by an individual or entity who or which holds (directly or indirectly) 10% or more of the ownership interests in a Team or in an entity described in subparagraph (b) above.

For the purposes of this Section: an individual shall only be deemed to be "related to" a Team or another individual or entity if such individual is an officer, director or employee of such Team or entity, or is a member of such individual's immediate family; and "controls" or "is

controlled by" shall include (without limitation) the circumstance in which an individual or a Team or entity has or can exercise effective control.

(eee) "Team Marketing and Promotional Agreement" means a written agreement entered into between a Team and a player in accordance with Article XXXIV, Section 2, whereby such player, in exchange for Additional Marketing and Promotional Compensation, agrees to perform marketing and promotional services for such Team (in addition to any services required by such player's Player Contract, any WNBA Marketing and Promotional Agreement to which such player is a party, or this Agreement) that, during the term of such Team Marketing and Promotional Agreement, may: (i) require the player to live in the Team market; (ii) require such player to make additional appearances on behalf of the Team or its sponsors or licensees; (iii) permit the Team or its sponsors or licensees to use such player's Player Attributes individually on a non-exclusive basis; and/or (iv) require such player to perform non-management "front-office" services for the Team or any of its affiliates. Team Marketing and Promotional Agreements are subject to any restrictions or limitations established by the WNBA, in its sole discretion, including but not limited to restrictions or limitations on the amount of compensation that a player can receive under a Team Marketing and Promotional Agreement, the aggregate compensation that a Team can pay under all of its Team Marketing and Promotional Agreements during any Salary Cap Year, and the terms of Team Marketing and Promotional Agreements; provided, however, that such restrictions or limitations do not violate a provision of this Agreement.

(fff) "Team Salary" means, with respect to a Salary Cap Year, the sum of all Salaries attributable to a Team's active and former players, plus other amounts included in Team

Salary in accordance with the terms of this Agreement, and not including any amounts excluded from Team Salary in accordance with the terms of this Agreement.

(ggg) "Third Round Pick" means a player selected by a Team in the third round of the Draft.

(hhh) "Unrestricted Free Agent" means a Free Agent who is not subject to a Team's right of first refusal or exclusive negotiating rights.

(iii) "Veteran" or "Veteran Player" means a person who is eligible to be a WNBA player pursuant to Article XIII, Section 1, and is not a Rookie.

(jjj) "Veteran Free Agent" means a Veteran who completed her Player Contract (other than a 7-Day Contract or a Replacement Contract) by rendering the playing services called for thereunder.

(kkk) "WNBA" or "Women's National Basketball Association" means WNBA, LLC, a Delaware limited liability company.

(lll) "WNBA Competitions" means all WNBA games (including pre-season, Regular Season and playoff games), All-Star Games and associated games and skills competitions, and any tour or exhibition scheduled by the WNBA.

(mmm) "WNBA Enterprises" means WNBA Enterprises, LLC, a Delaware limited liability company.

(nnn) "WNBA Marketing and Promotional Agreement" means a written agreement entered into between the WNBA and a player in accordance with Article XXXIV, Section 1, whereby such player, in exchange for Additional Marketing and Promotional Compensation, agrees to perform marketing and promotional services for the WNBA and WNBA Enterprises (in addition to any services required by such player's Player Contract, any

Team Marketing and Promotional Agreement to which such player is a party, or this Agreement) that, during the term of such WNBA Marketing and Promotional Agreement, may: (i) restrict the ability of such player to play in another professional basketball league during the Off-Season; (ii) require such player to make additional appearances on behalf of the WNBA, WNBA Enterprises, or their sponsors or licensees; (iii) permit the WNBA, WNBA Enterprises, or their sponsors or licensees to use such player's Player Attributes individually on a non-exclusive basis; and/or (iv) require such player to perform non-management "front-office" services for the WNBA or any of its affiliates.

(ooo) "WNBA Sponsor" (or "Sponsor") means an entity that has been granted the right by WNBA Enterprises to use the designation "Official Sponsor of the WNBA" and/or to conduct marketing and/or promotional programs using WNBA names, trademarks and/or logos.

(ppp) "Years of Service" means the number of years of WNBA service credited to a player in accordance with the following: a player will be credited with one year of WNBA service for each year that she is signed to a Standard Player Contract to play for a WNBA Team, but only if she is on the active or inactive list of that WNBA Team for the start, or for any portion, of the Regular Season for which she is signed. Notwithstanding the above, a player will not receive credit for a Year of Service for any year in which she: (i) withholds playing services called for by a Player Contract for more than twenty-one (21) days after the Season begins; (ii) is signed only to one or more 7-Day Contracts or Replacement Contracts, or (iii) is a Restricted Free Agent as of July 20. In addition, notwithstanding the above, a player will not receive credit for a Year of Service for a Player Contract that is voided due to the player's failure to pass a physical examination or that is disapproved by the President, except that disapproval of a Player

Contract by the President shall not prevent a player from obtaining a Year of Service that she would otherwise be qualified to receive, if the player was eligible to participate and dressed to play in a Regular Season game in the Season during which such disapproval occurred. In no event can a player be credited with more than one (1) Year of Service with respect to any one WNBA Season. A Year of Service will be credited to a player on the day following the Season with respect to which it is being credited. Under no circumstances shall the definition of Years of Service herein be used for purposes of determining a player's years of "WNBA playing service" under the WNBA 401(k) Plan.

ARTICLE II

RECOGNITION CLAUSE

The WNBA recognizes the Players Association as the exclusive collective bargaining representative of persons who are employed by WNBA Teams as professional basketball players (and/or who may become so employed during the term of this Agreement or any extension thereof); and the Players Association warrants that it is duly empowered to enter into this Agreement for and on behalf of such persons. The WNBA and the Players Association agree that, notwithstanding the foregoing, such persons and the WNBA and/or WNBA Teams may, on an individual basis, bargain with respect to and agree upon the provisions of Player Contracts and Marketing and Promotional Agreements, but only as and to the extent permitted by this Agreement.

ARTICLE III

UNION SECURITY, DUES AND CHECK-OFF

Section 1. Membership.

As a condition of employment commencing with the execution of this Agreement, for the duration of this Agreement only, and wherever legal: (a) any player who is or later becomes a member in good standing of the Players Association must maintain her membership in good standing in the Players Association; and (b) any player (including a player in the future) who is not a member in good standing of the Players Association must, on the thirtieth (30th) day following the beginning of her employment or the thirtieth (30th) day following the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise, to the Players Association an annual service fee in the same amount as any initiation fee and dues required generally of members of the Players Association.

Section 2. Check-off.

Commencing with the execution of this Agreement and for the duration of this Agreement only, each Team will check-off the initiation fee and annual dues, assessments or service fees, as the case may be, in equal installments from each of the first four Regular Season paychecks received by the player, for each player for whom a written current check-off authorization has been provided to the Team. The Team will forward the check-off monies to the Players Association within fourteen (14) days of each check-off, and if the Team fails to do so, interest at 5% per annum, payable to the Players Association, shall begin to accrue on such check-off monies upon the conclusion of such 14-day period.

Section 3. Enforcement.

(a) Upon written notification to the WNBA by the Players Association that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1

of this Article, the WNBA will raise the matter for discussion with the player and her Team. If there is no resolution of the matter within seven (7) days, the Team will, upon the written request of the Players Association, suspend the player without pay, wherever legal. Such suspension will continue until the Players Association has notified the Team in writing that the suspended player has satisfied her obligation as set forth in Section 1 of this Article. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of Section 1 above and that no player will be discharged for a violation of that Section. A copy of all notices required by this Section will be simultaneously mailed to the player involved and the WNBA.

(b) For purposes of this Article, a person shall be deemed to be a "member in good standing" of the Players Association if she has made the payment of the dues or any initiation fee (or equivalent service fee) as provided for by Section 1 above, and such status shall not be based on any other factors involved in union discipline.

(c) Other than pursuant to Section 2 above, no Team shall pay any initiation fees, dues, or equivalent service fee on behalf of any player.

Section 4. No Liability.

Neither the WNBA nor any Team shall be liable for any salary, bonus, or other monetary claims that result, directly or indirectly, from a player being suspended pursuant to the terms of Section 3 above, and the Players Association agrees to indemnify and hold harmless the WNBA and all Teams for any such claims which may be made against the WNBA and/or any Team.

ARTICLE IV

MANAGEMENT RIGHTS CLAUSE

The WNBA and WNBA Teams maintain and reserve the right to manage and direct their operations in any manner whatsoever, except as limited by the provisions of this Agreement or operation of law.

ARTICLE V

STANDARD PLAYER CONTRACT

Section 1. Required Form.

The contract to be entered into by each player and the Team by which she is employed shall be a Standard Player Contract in the form annexed hereto as Exhibit 1.

Section 2. Limitation on Amendments.

(a) Except as provided in Sections 3, 9, 10 and 11 of this Article and in Article VII, Section 6, no amendments of any kind to the form or the terms of the Standard Player Contract provided for by Section 1 of this Article shall be permitted.

(b) If a Team and a player enter into (i) a Standard Player Contract containing an amendment not specifically permitted by this Agreement or (ii) a subsequent amendment to an existing Player Contract when such amendment is not specifically permitted by this Agreement, then such Contract or subsequent amendment, as the case may be, shall be disapproved by the President and rendered null and void.

(c) Once executed by the player and the Team, a Player Contract may not be amended or changed in any manner except pursuant to Section 3(e) below or Article VII, Section 6.

(d) Notwithstanding anything to the contrary in this Section 2, a player may unilaterally change the form of the Standard Player Contract by deleting paragraph 6(d) thereof in its entirety.

Section 3. Allowable Amendments.

In their individual contract negotiations, a Veteran Player (but not a Rookie) and a Team may amend the provisions of a Standard Player Contract, but only in the following respects:

(a) By agreeing upon provisions (to be set forth in Exhibit 1 to a Standard Player Contract) setting forth the Base Salary to be paid to the player for each Season of the Contract for rendering the services described in such Contract.

(b) By agreeing upon provisions (to be set forth in Exhibit 2 to a Standard Player Contract) stating that the Base Salary provided for by the Standard Player Contract shall be, in whole or in part, and subject to any conditions or limitations, protected in the event that the Contract is terminated by the Team by reason of the player's: (i) lack of skill; (ii) disability or unfitness to play skilled basketball resulting from a basketball-related injury ("basketball-related injury"); (iii) disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during a WNBA Season ("in-Season injury or illness"); and/or (iv) disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during the term of the Contract ("injury or illness"); provided, however, that no Team, at any one time, may be a party to, or have any obligations to pay Base Salary under, more than six (6) Player Contracts that contain Base Salary protection of any kind during the then-current or any future Season. For purposes of the preceding sentence any outstanding Offer Sheet that provides for Base Salary protection of any kind shall count against the per-team limit of six (6) Player Contracts containing Base Salary protection of any kind.

(c) By agreeing upon provisions (to be set forth in Exhibit 3 to a Standard Player Contract) limiting or eliminating the player's right to receive her Base Salary (in accordance with Sections 6(a)(i)(y) and 6(c) of this Article) when the player's disability or unfitness to play skilled basketball is caused by the re-injury of an injury sustained prior to, or by the aggravation of a condition that existed prior to, the execution of the Standard Player Contract providing for such Base Salary.

(d) By agreeing upon provisions (to be set forth in Exhibit 5 to a Standard Player Contract) establishing that the player must report for and submit to a physical examination to be performed by a physician designated by the Team, subject to the provisions of Section 14(h) below.

(e) By agreeing upon provisions for the purpose of terminating an already-existing Standard Player Contract prior to the expiration of its stated term, stating as follows: (i) the Team will request waivers on the player immediately following the President's approval of such amendment; and (ii) should the player clear waivers and her Contract thereupon be terminated, the amount of any Base Salary protection contained in the Contract will immediately be reduced or eliminated. In addition to the foregoing, the parties may also agree that as a result of the termination of the Contract, the Team's right of set-off under Article XXX of this Agreement will be modified or eliminated.

(f) By agreeing upon provisions (to be set forth in Exhibit 7 to a Standard Player Contract) stating that the Contract will be traded to another Team within forty-eight (48) hours of its execution, such trade and the consummation of such trade to be conditions precedent to the validity of the Contract.

Section 4. Rookie Scale Contracts.

(a) The Rookie Scale Contract between a Team and a Draft Rookie: (i) shall be for an initial term covering three (3) Seasons and the immediately succeeding Off-Seasons; (ii) shall provide a Base Salary in each season as set forth in Article VIII of the Agreement; (iii) shall not contain Base Salary protection of any kind; (iv) may contain the amendments authorized by Sections 3(c) and 3(d) above; and (v) shall contain an Option (to be set forth in Exhibit 4 to a Standard Player Contract) that may be exercised by the Team to extend the term of

the Contract for one additional twelve-month period beyond its initial term. Such Option shall be exercisable by the Team, in its sole discretion, by written notice to the player or her representative on or before the May 31 following the second Season covered by the Contract. If such Option is exercised by the Team, the terms and conditions of the Contract for the Option Year will be the same as those for the third year of the Contract, except that the Base Salary to be paid to the player for the Option Year shall be increased by an amount equal to fifteen percent (15%) of the player's Base Salary for the second year of the Contract above the player's Base Salary for the third year of the Contract.

(b) The Rookie Scale Contract between a Team and a Non-Draft Rookie: (i) shall be for an initial term of up to but no more than two (2) Seasons (and the immediately succeeding Off-Seasons); (ii) shall provide a Base Salary in each season as set forth in Article VIII of the Agreement; (iii) shall not contain Base Salary protection of any kind; and (iv) may contain the amendments authorized by Sections 3(c) and 3(d) above.

(c) If a Rookie Scale Contract is entered into during any Regular Season, the player's Base Salary (as set forth in Article VIII) for such Season shall be reduced so as to equal the Base Salary as set forth in Article VIII multiplied by a fraction, the numerator of which is the number of days remaining in the Regular Season when the Contract is executed and the denominator of which is the total number of days of the Regular Season. If a Rookie Scale Contract with a Draft Rookie is entered into after the conclusion of the first Regular Season following the Draft in which such player was drafted, such Contract shall provide a Base Salary in each season as set forth in Article VIII for players drafted in the same draft position in the Draft immediately prior to the first Regular Season covered by such Contract.

(d) Pre-existing Sponsorship, Endorsement and Licensing Agreements.

Each player must disclose all sponsorship, endorsement and licensing agreements (including all agreements with respect to footwear) that the player entered into prior to the execution of her Player Contract and that will be in effect during the term of such Contract. Such agreements shall be listed in Exhibit 6 to a Standard Player Contract, and copies of the agreements shall be attached to that Exhibit. Except as required under the License Agreement, players shall not be required to disclose the financial terms of such agreements and may redact such terms from the agreements attached to the Exhibit. Notwithstanding the foregoing, no footwear agreement shall be treated as a Qualifying Shoe Deal unless the player provides a written representation (in Exhibit 6 or otherwise) that such agreement is an exclusive agreement between the player and a shoe manufacturer that provides for at least five thousand dollars ($5,000) in cash payments annually to the player.

Section 5. Base Salary Protection.

(a) Lack of Skill.

When a Team agrees to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's lack of skill, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 to the Standard Player Contract, and subject further to Article XXXIII, Section 1 hereof, and notwithstanding the provisions of Sections 6(a)(i)(x), 6(a)(i)(y), 6(e), and 6(f) of this Article, the termination of such Contract by the Team on account of the player's failure to exhibit sufficient skill or competitive ability shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 to such Contract.

(b) Basketball-Related Injury.

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's disability or unfitness to play skilled basketball resulting from a basketball-related injury, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V, Section 5(b)), and subject further to Article XXXIII, Section 1 hereof, and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) and 6(f) of this Article, the termination of such Contract by the Team because the player has been disabled and/or is unfit to play skilled basketball as a direct result of an injury sustained while participating in any basketball practice or game played for the Team, or in any other basketball activity in which the player is required to participate under her Player Contract, shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury does not result from the use of any controlled substance; (ii) at the time of the player's termination, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information reasonably requested of her, and submitting to all examinations and tests reasonably requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates with the Team and the insurance company in the processing of the Team's claim under such policy.

(c) In-Season Injury or Illness.

When the Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during a WNBA Season, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V, Section 5(c)), and subject further to Article XXXIII, Section 1 hereof, and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) and 6(f) of this Article, the termination of such Contract by the Team on account of an injury or illness suffered or sustained by the player during the WNBA Season shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury or illness does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, the abuse of alcohol, or the use of any controlled substance; (ii) at the time of the player's termination, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information reasonably requested of her, and submitting to all examinations and tests reasonably requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates with the Team and the insurance company in the processing of the Team's claim under such policy.

(d) Injury or Illness.

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during the term of her Contract, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V, Section 5(d)), and subject further to Article XXXIII, Section 1 hereof, and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) and 6(f) of this Article, the termination of such Contract by the Team on account of an injury or illness suffered or sustained by the player during the term of her Contract shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury or illness does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, the abuse of alcohol, or the use of any controlled substance; (ii) such injury or illness does not occur during any period in which the player is under an Off-Season Playing Obligation (with such period deemed to commence, for the purposes of this subsection (ii), no sooner than the start of the applicable Off-Season) and does not result, directly or indirectly, from the activities engaged in by the player in connection with her satisfaction of such Off-Season Playing Obligation; (iii) at the time of the player's termination, the player is not in material breach of such Contract; (iv) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information reasonably requested of her, and submitting to all examinations and tests reasonably requested of her by or

on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (v) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates with the Team and the insurance company in the processing of the Team's claim under such policy.

(e) No agreement by a Team to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract shall require (or be construed as requiring) such Team to continue the player on the Team's roster; nor shall any such agreement afford the player any right to continue, or to be deemed as having continued, on such Team's roster for any purpose.

(f) Notwithstanding any other provision of this Agreement, when a Team agrees to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract, and such protection is contingent on the satisfaction of a condition set forth in Exhibit 2 to that Contract, such protection shall be applicable and effective only if the Contract has not previously been terminated at the time such condition is satisfied.

Section 6. Termination of Standard Player Contract.

(a) In addition to any other grounds for termination that are expressly set forth in this Agreement or the Standard Player Contract, a Player Contract may be terminated by a Team at any time without further obligation on the part of either party, upon written notice to the player, if she:

(i) at any time, in the sole and absolute discretion of the Team's management, fails to exhibit sufficient skill or competitive ability to qualify to continue as a player on the Team; provided, however, that (x) if the Player Contract is terminated by a Team, in accordance with the provisions of this subparagraph, during the period commencing on the

day after the Mid-Point of a Regular Season then, subject to Article XXXIII, Section 1, the player shall continue to receive the remainder of her full Base Salary for such Season; and (y) if the Player Contract is terminated by a Team, in accordance with the provisions of this subparagraph, and the player, at the time of such termination, is unfit to play skilled basketball as the result of an injury resulting directly from her rendering playing services for the Team during a Season covered by the Contract then, subject to Article XXXIII, Section 1 hereof, she will continue to receive the remainder of her full Base Salary, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the player's Base Salary by the Team, shall be deemed as having been assigned to the Team) and any insurance provided for by the Team paid or payable to the player by reason of such injury, until such time as the player is fit to play skilled basketball, but not beyond the Season during which such termination occurred;

(ii) at any time fails, refuses, or neglects to render the services called for under her Standard Player Contract or in any other manner materially breaches her Standard Player Contract;

(iii) at any time fails, refuses or neglects to conform her personal conduct to standards of good citizenship, good moral character, and good sportsmanship; or

(iv) at any time commit a significant and inexcusable physical attack against any official or employee of the Team or the WNBA (other than another player), or any person in attendance at any WNBA game or event, considering the totality of the circumstances, including (but not limited to) the degree of provocation (if any) that may have led to the attack, the nature and scope of the attack, the player's state of mind at the time of the attack, and the extent of any injury resulting from the attack; or

(v) at any time fails, refuses or neglects to keep herself in first class physical condition.

(b) Prior to terminating a player's Standard Player Contract, a Team must offer to assign the player to the other WNBA Teams pursuant to the WNBA waiver procedures then in effect; provided, however, that a Team shall not offer to assign the player pursuant to the waiver procedures if the Contract being terminated is a 7-Day Contract or a Replacement Contract.

(c) Subject to Article XXXIII, Section 1, if a Team terminates a player's Standard Player Contract by reason of the player's failure to render her services hereunder due to a disability caused by an injury to the player resulting directly from her rendering playing services for the Team or WNBA and rendering her unfit to play skilled basketball, and notice of such injury is given by the player as provided in Article XX, Section 2, the player shall be entitled to receive the remainder of her full Base Salary for the Season in which the injury was sustained, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the player's Base Salary by the Team, shall be deemed as having been assigned to the Team) and any insurance provided for by the Team paid or payable to the player by reason of such injury.

(d) Notwithstanding the provision of Section 6(c) above, if a Team terminates a player's Standard Player Contract prior to the first game of a Regular Season by reason of the player's failure to render her services thereunder due to an injury or condition sustained or suffered during a preceding Season, or after such Season but prior to the Player's participation in any basketball practice or game played for the Team, payment of the player's lodging and meal expense allowance during the training camp period, payment of the reasonable traveling

expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player.

(e) Notwithstanding the provisions of Section 6(a)(i) or Section 6(c) above, if a Team terminates a player's Standard Player Contract that is a Training Camp Contract (as that term is defined in Article VII, Section 3(g)) prior to the first game of the Regular Season by reason of (i) the player's lack of skill where at the time of such termination, the player is unfit to play skilled basketball as the result of an injury resulting directly from her rendering playing services for the Team, or (ii) the player's failure to render her services due to an injury to the player resulting directly from her rendering playing services for the Team or WNBA and rendering her unfit to play skilled basketball, then, in either case, payment of the player's lodging and meal expense allowance during the training camp period, payment of the reasonable traveling expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player; provided, however, that: (i) the Team shall pay directly or reimburse any medical expenses directly related to the injury sustained (or aggravated) during such Season pursuant to Article XX, Section 4, and (ii) if the player elects to remain in the Team's home city during her rehabilitation and/or recovery from such injury, the Team will provide reasonable housing and reasonable local transportation (e.g., two players per car) for such player during such rehabilitation and/or recovery period not to exceed eight (8) weeks from the termination of such Training Camp Contract.

(f) If a Team terminates a player's Standard Player Contract during the training camp period, and the provisions of Section 6(a)(i)(y) above do not apply, payment of the player's lodging and meal expense allowance during the training camp period, payment of the

reasonable traveling expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player.

(g) Subject to Sections 6(a)(i)(x), 6(a)(i)(y) and 6(c) above, if a Team terminates a player's Standard Player Contract during any Regular Season, all obligations of the Team to pay compensation thereunder shall cease on the date of termination, except the player shall be entitled to receive, as full compensation for her services thereunder, a prorated portion of her Base Salary based upon the number of days of the Regular Season that such player was under Contract with the Team. Notwithstanding the preceding sentence, in circumstances within which a Team requests waivers on a player prior to the first day of a Regular Season but the player's Contract is terminated on or after the first day of the Regular Season, the Team's obligations to the player shall be as set forth in Section 6(e) above rather than as set forth in this Section 6(f).

(h) In the event of an alleged default by a Team in the payments to the player provided for in such player's Standard Player Contract, or in the event of an alleged failure by a Team to perform any other material obligation that it agreed to perform under such Contract, the player shall notify the Team in writing of the facts constituting such alleged default or alleged failure. If the Team shall not cause such alleged default or alleged failure to be remedied within ten (10) business days after receipt of such written notice, the player shall have the right to request that the dispute concerning such alleged default or alleged failure be referred immediately to arbitration in accordance with Article XXII, Section 4 of this Agreement. If, as a result of such arbitration, an award issues in favor of the player, and if the Team does not comply with such award within ten (10) business days of its receipt thereof (unless such award has been stayed or reversed by appropriate legal process), the player shall have the right, by a further written notice to the Team, to terminate her Standard Player Contract.

Section 7. Minimum Player Salary.

(a) Except with respect to 7-Day Contracts provided for in Section 9 below, Rest-of-Season Contracts provided for in Section 10 below, Replacement Contracts provided for in Section 11 below, and Rookie Scale Contracts provided for in Article VIII, no Standard Player Contract covering the following Seasons shall provide a Base Salary of less than the following amounts:

Years of Service	2008	2009	2010	2011	2012	2013
0-2	$34,500	$35,190	$35,880	$36,570	$37,260	$37,950
3+	$50,000	$51,000	$52,000	$53,000	$54,000	$55,000

(b) Nothing in this Section 7 shall alter the respective rights and liabilities of a player and a Team, as provided for in this Agreement or a Standard Player Contract, with respect to the termination of a Player Contract.

(c) Every Contract entered into between a player and Team that is intended to provide for only the Minimum Player Salary for one or more Seasons must contain the following sentence in Exhibit 1 of such Contract and shall be deemed amended in the manner described in such sentence: "This Contract is intended to provide for a Base Salary for the _____ Season(s) equal to the Minimum Player Salary for such Season(s) and shall be deemed amended to the extent necessary to so provide."

(d) Every Player Contract entered into between a player and a Team that covers the 2013 Season and one or more subsequent Seasons, and that is intended to provide for Base Salary equal to the Minimum Player Salary for such Season(s), (i) must state in Exhibit 1 of such Contract that the Base Salary for the 2013 Season is the amount provided for in Section 7(a) above and for all Season(s) after the 2013 Season is the "Minimum Player Salary," and (ii) shall

comply with and be subject to the provisions of Section 7(c) above. The player's Salary for each Season shall equal her then-applicable Minimum Player Salary.

Section 8. Maximum Player Salary

No Standard Player Contract shall provide a Base Salary in any Season covered thereunder of more than the Maximum Player Salary.

(a) For Player Contracts entered into between a Qualifying Veteran Free Agent with six (6) or more Years of Service and her Prior Team (including, but not limited to, Contracts entered into with a Qualifying Veteran Free Agent with six (6) or more Years of Service who has been designated as a Core Player) and Extensions of Rookie Scale Contracts with Draft Rookies, the Maximum Player Salary shall be:

2008	2009	2010	2011	2012	2013
$97,500	$99,500	$101,500	$103,500	$105,500	$107,500

(b) For all other Player Contracts, the Maximum Player Salary shall be:

2008	2009	2010	2011	2012	2013
$95,000	$97,000	$99,000	$101,000	$103,000	$105,000

The Maximum Player Salary for any Contract entered into during any Regular Season hereunder shall be reduced so as to equal the Maximum Player Salary multiplied by a fraction, the numerator of which is the number of days remaining in the Regular Season when the Contract is executed and the denominator of which is the total number of days of the Regular Season.

Section 9. 7-Day Contracts.

At any time after the Mid-Point of a Regular Season, a Team may enter into a Player Contract with a player for seven (7) days (a "7-Day Contract"). The Base Salary provided for by a 7-Day Contract shall not be less than the Minimum Player Salary. Notwithstanding

anything to the contrary in Article V, Section 6 (including, but not limited to, Article V, Section 6(a)(i)(x), 6(a)(i)(y), or 6(b)), when a Team terminates a 7-Day Contract prior to the expiration of the seven (7) days, the team shall pay to the player only such sums as set forth in Exhibit 1 to such Contract. No Team may enter into a 7-day Contract if the length of such Contract would extend to or past the date of the Team's last Regular Season game for such Season.

Section 10. Rest-of-Season Contracts.

At any time after the first day of a WNBA Regular Season, a Team may enter into a Player Contract that may provide Base Salary to a player only for the remainder of that Season (a "Rest-of-Season Contract"). The Base Salary provided for in a Rest-of-Season Contract shall not be less than the Minimum Player Salary. A Rest-of-Season Contract shall not contain Base Salary protection of any kind.

Section 11. Replacement Contracts.

At any time after the first day of a WNBA Regular Season, a Team may enter into a Player Contract with a Replacement Player only for the remainder of that Season pursuant to Article VII, Section 5 (a "Replacement Contract"). The Base Salary provided for in a Replacement Contract shall be the Minimum Player Salary. A Replacement Contract shall not contain Base Salary protection of any kind. Notwithstanding anything to the contrary in Article V, Section 6 (including, but not limited to, Article V, Section 6(a)(i)(x), 6(a)(i)(y) or 6(b)), when a Team terminates a Replacement Contract, the Team shall pay to the player only such prorated portion of her Base Salary as was earned by her based upon the number of days of the Regular Season that the player was under Contract with the Team. After the expiration or termination of a Replacement Contract, the player shall become an Unrestricted Free Agent.

Section 12. Length of Veteran Player Contracts.

(a) Maximum Term. Except when a shorter term is expressly provided for elsewhere in this Agreement, a Player Contract may cover, in the aggregate, up to but no more than three (3) Seasons (and the immediately succeeding Off-Seasons) from the date such Contract is signed; provided, however, that (a) a Contract between a Qualifying Veteran Free agent and her Prior Team may cover, in the aggregate, up to but no more than four (4) Seasons (and the immediately succeeding Off-Seasons), (b) a Rookie Scale Contract shall cover, in the aggregate, three (3) Seasons plus an Option Year, and (c) an Extension of a Rookie Scale Contract may cover, in the aggregate, up to but no more than four (4) Seasons from the date such Extension is signed.

(b) Computation of Time. For purposes of Section 12(a) above, if a Player Contract or Extension is signed after the beginning of a Season, the Season in which the Contract or Extension is signed shall be counted as one (1) full Season covered by the Contract or Extension.

Section 13. Conformity of Standard Player Contracts.

All Standard Player Contracts (and any Team Marketing and Promotional Agreements) that were entered into by a Team and any player (and any WNBA Marketing and Promotional Agreements that were entered into by the WNBA and any player) prior to the effective date of this Agreement shall remain in full force and effect for their stated terms and for any option years, except that those Contracts shall be deemed amended in such manner to require the parties to comply with all terms of this Agreement, including the terms of the Standard Player Contract annexed hereto as Exhibit 1. All Standard Player Contracts shall be subject to the terms of this Agreement, which shall supersede the terms of any Standard Player Contract

inconsistent herewith. No Standard Player Contract shall provide for the waiver by a player or the Team of any benefits or the sacrifice of any rights to which the player or the Team is entitled by virtue of a Standard Player Contract or this Agreement.

Section 14. General.

(a) (i) Subject to Section 15 below, any oral or written agreement between a player and a Team concerning terms and conditions of employment shall be reduced to writing in the form of a Standard Player Contract or an amendment thereto as soon as practicable. Immediately upon the consummation of any such oral or written agreement, the Team shall notify the WNBA by facsimile or e-mail and provide the WNBA with all terms of such agreement. Following its receipt of such notice, the WNBA shall provide the same notice to the Players Association as soon as practicable.

(ii) Notwithstanding subsection (a)(i) above, neither the WNBA, any Team, nor the Players Association or any player shall contend that any agreement concerning terms and conditions of employment is binding upon the player or the Team until a Player Contract embodying such terms and conditions has been duly executed by the parties. Nothing herein is intended to affect (A) any authority of the President to approve or disapprove Player Contracts, or (B) the effect of the President's approval or disapproval on the validity of such Player Contracts.

(iii) A violation of the first sentence of subsection (a)(i) above may be considered evidence of a violation of Article XV.

(b) No player shall attend the regular training camp of any Team, or participate in any game or organized practices with the Team at any time, unless she is a party to a Player Contract then in effect.

(c) The only form of Salary that a Team may pay a player under her Player Contract is cash in U.S. dollars via a check made payable to the player or via a direct deposit made to the player's bank account. Compensation of any other kind is prohibited.

(d) No Team shall make any direct or indirect payment of any money, property, investments, loans, or anything else of value for fees or otherwise to an agent, attorney, or representative of a player (for or in connection with such person's representation of such player); nor shall any Player Contract provide for such payment. No Player shall assign or otherwise transfer to any third party her right to receive Salary from the Team under her Player Contract. Nothing in this subsection (d), however, shall prevent a Team from sending a player's regular paycheck (made payable to the player) to a player's agent, attorney, or representative if so instructed in writing by the player.

(e) No Team shall make any direct or indirect payment of any money, property, investments, loans, or anything else of value to: (i) any basketball team not in the WNBA, or (ii) any other entity, organization, representative, or person, for the purpose of inducing a player to enter into a Player Contract or in connection with receiving the right to enter into a Player Contract.

(f) If a Team ("Prior Team") terminates a player's Player Contract, then the Prior Team may not enter into another Player Contract with the player during the period commencing on the date of termination and continuing through (i) the tenth day (10th) day following such termination if such termination occurs during the Regular Season, or (ii) the tenth (10th) day of the first Regular Season following such termination if such termination occurs during the Off-Season; provided, however, that (i) any Team that terminates a player from the period beginning seven (7) days before the Mid-Point of the Regular Season and continuing

through the Mid-Point of the Regular Season may enter into a Player Contract with such player after the Mid-Point of the Regular Season, provided that such Player Contract is a 7-Day Contract and/or a Rest-of-Season Contract at the applicable Minimum Player Salary, (ii) if a Team terminates one or more Player Contracts in order to create Room for an Offer Sheet, and the ROFR Team subsequently exercises its Right of First Refusal and enters into a Contract with that player, the Team shall immediately thereafter be permitted to enter into a Player Contract with any of the players whose Contracts it had terminated to create Room for the Offer Sheet, and (iii) if a Team terminates a Player Contract and subsequently applies for, and is granted, a Hardship Exception or Emergency Hardship Exception, the Team shall immediately following the grant of the Exception be permitted to enter into a Replacement Contract with such player.

(g) On a bi-weekly basis, the WNBA shall provide to the Players Association copies of all new Standard Player Contracts.

(h) A Team's termination of a Player Contract by reason of the player's "lack of skill" (under Section 5(a) of this Article V) shall be interpreted to include a termination based on the Teams' determination that, in view of the player's level of skill (in the sole opinion of the Team), the Base Salary paid (or to be paid) to a player is no longer commensurate with the Team's financial plans or needs. The forgoing sentence shall not affect any post-termination obligation to pay Base Salary that may result from Base Salary protection provisions included in a Player Contract.

(i) The following provisions shall govern an agreement (to be set forth in Exhibit 5 to a Player Contract) establishing that the player must report for and submit to a physical examination to be performed by a physician designated by the Team:

(a) The player must report for such physical examination at the time designated by the Team (which shall be no later than the third business day following the execution of the Contract), and must, upon reporting, supply all information reasonably requested of her, provide complete and truthful answers to all questions posed to her (it being agreed that only questions reasonable and medically appropriate may be posed), and submit to all reasonable and medically appropriate examinations and tests. The determination of whether the player has passed the physical examination shall be made by the Team in its sole discretion. If the player does not pass the physical examination, the Team shall so notify the player no later than the sixth business day following the execution of the Contract.

(b) The Team's determination that the player has passed the physical examination shall be a condition precedent to the validity of the Contract. Accordingly, and without limiting the generality of the preceding sentence, until such time as a player has passed the physical examination, the prohibitions set forth in Section 14(b) above shall continue to apply to the Team and player.

(c) A Required Tender or a Qualifying Offer may contain an Exhibit 5. If a player accepts such a Required Tender or Qualifying Offer but does not pass the required physical examination, the Required Tender or Qualifying Offer shall be deemed to have been withdrawn, which shall have the consequences described in Article XIII, Section 5, or Article VI, Section 5, as the case may be.

(j) A player who knows she has an injury, illness or condition (including pregnancy) that renders, or she knows will likely render, her physically unable to perform the

playing services required under a Player Contract may not validly enter into such a Player Contract without prior written disclosure of such injury, illness or condition to the Team.

Section 15. Void Contracts.

If a Player Contract fails to take effect or becomes void as a result of a President disapproval, the player's failure to pass a physical examination conducted pursuant to Exhibit 5 to such Contract, or the rescission of a trade conducted pursuant to Article V, Section 3(f), then, in each such case:

(a) the Team shall continue to possess such rights with respect to the player as the Team possessed at the time of the execution of the Contract, including, without limitation, any such rights that the Team possessed pursuant to Article VI and Article XIII;

(b) any Required Tender or Qualifying Offer that was outstanding at the time the Contract was executed shall continue in effect as if the Contract had not been executed (including if the original deadline for accepting the Required Tender or Qualifying Offer expired following the execution of the Contract), but for no fewer than three (3) business days following the President's disapproval, the Team's issuance of notice to the player that she did not pass the physical examination, or the rescission of such trade, as the case may be; and

(c) in the case of a player who does not pass a physical examination pursuant to Exhibit 5: (i) the player shall not be permitted to accept such Required Tender or Qualifying Offer for a period of two (2) business days following her receipt of notice from the Team that she did not pass her physical examination, during which period the Team may elect to withdraw the Required Tender or Qualifying Offer, which shall have the consequences described in Article VI or Article XIII, as the case may be; and (ii) if the Required Tender or Qualifying Offer is not

withdrawn by the Team during this period, the Required Tender or Qualifying Offer shall thereafter be deemed amended so as to eliminate any Exhibit 5 that may be contained therein.

Section 16. Moratorium.

Notwithstanding any other provision of this Agreement, no player and Team may negotiate over, or enter into, any oral or written agreement concerning terms and conditions of the player's employment, or reduce any such agreement to writing in the form of a Player Contract or amendment, between the end of the Season and January 4 (the "Moratorium Period"). The foregoing sentence shall not preclude (i) a player from accepting any Required Tender or Qualifying Offer that is outstanding during the Moratorium Period, (ii) a player and a Team from negotiating during the period beginning on December 15 and ending at the conclusion of the Moratorium Period over the terms and conditions of a Player Contract or Offer Sheet that may be entered into after the Moratorium Period, or (iii) a player and a Team from entering into an amendment pursuant to Article V, Section 3(e) during the Moratorium Period.

ARTICLE VI

FREE AGENCY

Section 1. General Rules.

(a) Subject to the provisions of Article VII, (i) a Reserved Player is free at any time beginning on December 15 to negotiate a Player Contract with her Prior Team and to accept a Reserved Qualifying Offer from her Prior Team, and is free at any time beginning on January 5 to enter into a Player Contract with her Prior Team; (ii) an Unrestricted Free Agent is free at any time beginning on December 15 to negotiate, and free at any time beginning on January 5 to enter into, a Player Contract with any Team; (iii) a Restricted Free Agent is free at any time beginning on December 15 to negotiate a Player Contract with her Prior Team, to accept a Restricted Qualifying Offer from her Prior Team, and to negotiate an Offer Sheet with any Team other than her Prior Team, and is free at any time beginning on January 5 to enter into a Player Contract with her Prior Team or an Offer Sheet with any Team other than her Prior Team; and (iv) a Core Player is free at any time beginning on December 15 to negotiate a Player Contract with her Prior Team or to accept a Core Qualifying Offer from her Prior Team, and is free at any time beginning on January 5 to enter into a Player Contract with her Prior Team.

(b) No compensation obligation of any kind to another Team shall be applicable to any Free Agent. No right of first refusal shall be applicable to any Free Agent other than a Restricted Free Agent.

Section 2. No Individually-Negotiated Right of First Refusal.

(a) No Player Contract, or any Extension or other amendment of a Player Contract may include any individually negotiated right of first refusal or other limitation on player movement following the last Salary Cap Year covered by such Player Contract.

(b) No right of first refusal rule, practice, policy, regulation or agreement providing for a right of first refusal shall be applied to any player as a result of that player's entry into a player contract with or the playing with any team in any professional basketball league other than the WNBA.

Section 3. Withholding Services.

A player who withholds playing services called for by a Player Contract for more than twenty-one (21) days during the last Season covered by her Player Contract or for any period of time that includes the last game played by such player's Team during the last Season covered by her Player Contract shall be deemed not to have "complet[ed] her Player Contract by rendering the playing services called for thereunder." Accordingly, such a player shall not be a Free Agent and shall not be entitled to negotiate or sign a Player Contract with any Team unless and until the Team for which the player last played expressly agrees otherwise.

Section 4. Fourth Year Option for Drafted Rookies.

(a) A Team that drafts a Rookie in any of the 2008-2013 WNBA Drafts (or a Team to which such player has been assigned) shall have the option to retain the playing services of such player for a fourth year by exercising its Fourth Year Option (as described in subsection (b) below) on or before the May 31 following the second Season of such player's Rookie Scale Contract.

(b) The Fourth Year Option Notice shall be a notice to the player that is either personally delivered to the player or her representative or sent by prepaid certified, registered, or overnight mail to the last known address of the player or her representative, signed by the Team, informing the player that the Team has exercised its Option for the player's fourth WNBA Season ("Fourth Year Option"). The terms and conditions that apply to the Option Year shall be

unchanged from all terms and conditions that applied to the player's third WNBA Season, except that the Base Salary for the Option Year shall be increased over the Base Salary for her third Season by fifteen percent (15%) of the Base Salary for her second Season.

(c) If a Team has not delivered a Fourth Year Option Notice by the specified deadline, the player shall, following her third WNBA Season, become an Unrestricted Free Agent.

Section 5. Qualifying Offers to Make Certain Players Restricted Free Agents.

(a) From the December 1 following a Season covered by a Fourth Year Option through the immediately following December 14, the player's Team may make a Restricted Qualifying Offer to the player covered by such Option. If such a Restricted Qualifying Offer is made, then, on the January 5 following the Season covered by the player's Fourth Year Option, the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team ("ROFR Team"), as set forth in Section 6 below. If such a Restricted Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on such January 5.

(b) Subject to Section 7 below, any Veteran Free Agent who has four (4) or five (5) Years of Service on the first day of such Salary Cap Year will be a Restricted Free Agent if her Prior Team makes a Restricted Qualifying Offer to the Player at any time from the December 1 following such Season through the immediately following December 14. If such Restricted Qualifying Offer is made, then, on the January 5 following the last Season covered by the player's Player Contract, the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the ROFR Team, as set forth in Section 6 below. If such a Restricted

Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on such January 5.

(c) In order to make a Restricted Qualifying Offer, a Team must have room for the Restricted Qualifying Offer. A Restricted Qualifying Offer made to a Restricted Free Agent may be withdrawn by the Team at any time through the following February 15. If the Restricted Qualifying Offer is not withdrawn by February 15, it must thereafter remain open through the following March 7; provided, however, that the Restricted Qualifying Offer may be withdrawn by the Team during the period February 16 through March 7 if the player agrees in writing to the withdrawal. If a Restricted Qualifying Offer is withdrawn, the player shall immediately become an Unrestricted Free Agent. A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season may not validly accept a Restricted Qualifying Offer made under this Section 5 or Section 6 below, unless the ROFR Team consents after disclosure of such physical disability or condition (provided that the Team may, at its election, and prior to determining whether to consent, conduct a physical examination of the player). In the event that the ROFR Team does not consent, such player will remain subject to the ROFR Team's Right of First Refusal. If a Restricted Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's Right of First Refusal shall continue, subject to Section 6(a) below.

(d) Any claim that a Contract offered as a Restricted Qualifying Offer fails to meet one or more of the criteria for a Restricted Qualifying Offer shall be made by notice to the Team, in writing, no later than ten (10) days after a copy of the Restricted Qualifying Offer was

given by the Team or the WNBA to the Players Association. Such notice must set forth the specific changes that allegedly must be made to the offered Contract in order for it to constitute a Restricted Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Restricted Qualifying Offer, the Team may, within five (5) business days, offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player and the Players Association shall be precluded from asserting that such Contract does not constitute a timely and valid Restricted Qualifying Offer.

Section 6. Restricted Free Agency.

(a) If a Restricted Free Agent does not sign an Offer Sheet (as defined below) with any Team by the July 1 of the WNBA Season for which the Restricted Qualifying Offer is made, and does not sign a Player Contract with the ROFR Team before that Season ends, then her ROFR Team may reassert its Right of First Refusal for the following WNBA Season by extending another Restricted Qualifying Offer (on the same terms as the prior Restricted Qualifying Offer) by the next December 14. A ROFR Team may continue to reassert its Right of First Refusal by following the foregoing procedure in each subsequent year in which that Restricted Free Agent does not sign an Offer Sheet with any Team by the July 1 of the WNBA Season for which the Restricted Qualifying Offer is made, and does not sign a Player Contract with the ROFR Team before that Season ends.

(b) When a Restricted Free Agent receives an offer to sign a Player Contract from a Team (the "New Team") other than the ROFR Team, which she desires to accept, she shall give to the ROFR Team a completed certificate substantially in the form of Exhibit 6 annexed hereto (the "Offer Sheet"), signed by the Restricted Free Agent and the New Team,

which shall have attached to it a Standard Player Contract separately specifying the "Principal Terms" (as defined in Section 6(c) below) of the New Team's offer. The Offer Sheet must be for a Player Contract with a term of more than one WNBA season. In order to extend an Offer Sheet, the New Team must have Room for the player's Player Contract at the time the Offer Sheet is signed. The ROFR Team, upon receipt of the Offer Sheet, may exercise its Right of First Refusal, which shall have the consequences hereinafter set forth below in this Section 6. The ROFR Team must have Room for the player's Player Contract at the time the Right of First Refusal is exercised.

(c) The Principal Terms of an Offer Sheet are only:

(i) The fixed and specified Base Salary that the New Team will pay to the Restricted Free Agent on the dates specified in the Standard Player Contract;

(ii) Term;

(iii) Base Salary protection provided for each Season as set forth in Exhibit 2 (if any);

(iv) Prior-injury exclusion terms set forth in Exhibit 3 (if any).

(d) If, within five (5) days from the date it receives an Offer Sheet, the ROFR Team gives to the Restricted Free Agent a "First Refusal Exercise Notice" substantially in the form of Exhibit 7 annexed hereto, such Restricted Free Agent and the ROFR Team shall be deemed to have entered into a Player Contract, effective as of the date the First Refusal Exercise Notice is given, containing all the Principal Terms included in the Standard Player Contract attached to the Offer Sheet and no additional terms.

(e) If the ROFR Team does not give the First Refusal Exercise Notice within the aforementioned five (5) day period, the player and the New Team shall be deemed to have

entered into a Player Contract, effective as of the day following the last day of the aforementioned five (5) day period, containing all of the terms and conditions included in the Standard Player Contract attached to the Offer Sheet and no additional terms.

(f) After exercising its Right of First Refusal as described in this Section 6, the ROFR Team may not trade the Restricted Free Agent until the following January 5, without the player's consent. Even with the player's consent, until such following January 5, neither the ROFR Team exercising its Right of First Refusal nor any other Team may trade the player to the Team whose Offer Sheet was matched.

(g) Any Team that exercises its Right of First Refusal may do so subject to the player's passing a physical examination to be conducted by the Team within five (5) days from its exercise of the Right of First Refusal. In the event the player does not pass the physical examination, the ROFR Team may withdraw its First Refusal Exercise notice within five (5) days of such examination; however, the New Team may not withdraw the previously submitted Offer Sheet. In the event the player, after being given reasonable advance notice, does not submit to a requested physical examination within five (5) days of the exercise of the Right of First Refusal then, until such time as the player submits to the requested physical examination, the ROFR Team may withdraw its First Refusal Exercise Notice, which shall have the effect of invalidating the Offer Sheet and causing the Team that issued the Offer Sheet to be prohibited from signing or acquiring the player for a period of one (1) year from the date the First Refusal Exercise Notice was withdrawn. In lieu of exercising its Right of First Refusal subject to the player's passing of a physical examination as provided for above, the ROFR Team may conduct a physical examination of the player prior to deciding whether to exercise its Right of First Refusal, provided that the player consents in writing to such physical examination.

(h) There may be only one Offer Sheet signed by a Restricted Free Agent outstanding at any one time, provided that the Offer Sheet has also been signed by a Team. An Offer Sheet, both before and after it is given to the ROFR Team, may be revoked or withdrawn only upon the written consent of the ROFR Team, the New Team, and the Restricted Free Agent. In such event, a Restricted Free Agent shall again be free to negotiate and sign an Offer Sheet with any Team, and any Team shall again be free to negotiate and sign an Offer Sheet with such Restricted Free Agent, subject only to the ROFR Team's renewed Right of First Refusal.

(i) If a dispute arises between the player and either the ROFR Team or the New Team, as the case may be, relating to the contents of an Offer Sheet, and/or whether the binding agreement is between the Restricted Free Agent and the New Team or the Restricted Free Agent and the ROFR Team, such dispute shall immediately be submitted to the Arbitrator, who shall resolve such dispute within five (5) days.

(j) A Restricted Free Agent may not give an Offer Sheet to the ROFR Team at any time after the July 1 of the Season for which she has been made a Qualifying Offer.

(k) On the same day as the giving of an Offer Sheet to the ROFR Team, the ROFR Team shall cause a copy thereof to be given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association. On the same day as the giving of a First Refusal Exercise Notice to the Restricted Free Agent, the Restricted Free Agent shall cause the copy thereof to be given to the New Team, which shall cause a copy thereof to be promptly given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association.

(l) There may be no consideration of any kind given by one Team to another Team in exchange for a Team's decision to exercise or not to exercise its Right of First Refusal,

or in exchange for a Team's decision to submit or not to submit an Offer Sheet to a Restricted Free Agent.

(m) Any Offer Sheet, First Refusal Exercise Notice or other writing required or permitted to be given under this Section 6, shall be provided either by personal delivery or by prepaid certified, registered or overnight mail, addressed as follows:

To any WNBA Team: addressed to that Team at the principal address of such Team as then listed on the records of the WNBA or at the Team's principal office, to the attention of the Team's general manager;

To the WNBA: Women's National Basketball Association, Olympic Tower, 645 Fifth Avenue, New York, NY 10022, Att: General Counsel;

To the Players Association: Women's National Basketball Players Association, 310 Lenox Avenue, New York, NY 10027, Att: Counsel.

To a Restricted Free Agent: to her address listed on the Offer Sheet and, if the Restricted Free Agent designates a representative on the Offer Sheet and lists such representative's address thereon, a copy shall be sent to such representative at such address.

(n) An Offer Sheet shall be deemed given only when actually received by the ROFR Team. A First Refusal Exercise Notice shall be deemed given when sent by the ROFR Team. A Restricted Qualifying Offer shall be deemed given when sent by the ROFR Team. Other writings required or permitted to be given under this Section 6 shall be deemed given only when actually received by the party to whom addressed.

Section 7. Core Players.

(a) During the period beginning on February 6, 2008 and continuing through February 11, 2008, each Team shall be permitted to designate no more than two (2) of its

Veteran Free Agents as Core Players. During the period beginning on December 1 and continuing through December 14 prior to each of the 2009-2013 Seasons, each Team shall be permitted to designate no more than one (1) of its Veteran Free Agents as Core Players. Such a designation can apply to any Veteran Free Agent who would otherwise be an Unrestricted Free Agent or a Restricted Free Agent. Any Veteran Free Agent who has previously been designated as a Core Player by a Team and remains under contract to play for such Team during the upcoming Season pursuant to a Player Contract signed while such player was so designated (but not including Seasons covered by any Extension to such Contract) shall be included in the maximum number of players who may be designated as a Core Player by such Team.

(b) Notwithstanding anything to the contrary herein, no player may be designated as a Core Player if such player has played pursuant to a Contract signed while such player was designated as a Core Player (a "Core Player Contract") for five (5) or more Seasons; provided, however, that (i) any player who has played pursuant to a Core Player Contract for five (5) Seasons prior to the 2008 Season may be designated as a Core Player by the Team for which she last played for up to two (2) additional, consecutive Seasons beginning with the first Season after the expiration of her Player Contract covering the 2007 Season; and (ii) any player who has played pursuant to a Core Player Contract for four (4) Seasons prior to the 2008 Season may be designated as a Core Player (x) by the Team for which she last played for (A) up to two (2) consecutive, additional Seasons beginning with the first Season after the expiration of her Player Contract covering the 2007 Season, or (B) for one (1) additional Season at any time, or (y) by any other Team for one (1) additional Season at any time. Players who have played pursuant to Core Player Contracts prior to the 2008 Season, along with the Seasons included in those Core Player Contracts, are listed on Exhibit 4. Nothing in this Section 7 is intended to limit the

maximum allowable term of a Contract between a Team and a player designated as a Core Player by such Team as provided for in Article V, Section 12.

(c) In order to designate a player as a Core Player, the Team must, from the December 1 following the last Season covered by the player's Player Contract through the immediately following December 14, provide to the player a Core Player Designation Notice substantially in the form of Exhibit 8 annexed hereto. Such Core Player Designation Notice, which shall be personally delivered to the player or her representative, or shall be sent by prepaid certified, registered, or overnight mail to the last known address of the player, shall be signed by the Team and shall be accompanied by a Core Qualifying Offer. Any Team that designates a Core Player shall be the only Team with which such Core Player can negotiate or sign a Player Contract. Such Core Player Designation shall continue to apply until it terminates pursuant to Section 7(d) below.

(d) If the Core Player and Team have entered into a Contract, the Core Player Designation will terminate and become available to the Team again upon the earliest of: (i) the expiration of the original term of such Contract (whether or not such Contract has been extended by mutual agreement of the parties); (ii) termination of such Contract; (iii) the assignment of such Contract to another Team; (iv) the retirement of the Core Player; or (v) the suspension of the Core Player pursuant to Article XIV, Section 2. If the Core Player and Team have not entered into a Contract, the Core Player Designation will terminate and become available to the Team again upon the earliest of: (i) the withdrawal by the Team of the Core Qualifying Offer; (ii) the renunciation by the Team of the Core Player Designation (as set forth in Section 7(g) below); (iii) the retirement of the Core Player; or (iv) November 30 of the Salary Cap Year in which the Core Player Designation was made by the Team.

(e) In order to designate a player as a Core Player, a Team must have Room for the Core Qualifying Offer. A Core Qualifying Offer may be withdrawn by the Team at any time through the following February 15. If the Core Qualifying Offer is not withdrawn by February 15, it must thereafter remain open through the following March 7; provided, however, that the Core Qualifying Offer may be withdrawn by the Team during the period February 16 through March 7 if the player agrees in writing to the withdrawal. If a Core Qualifying Offer is withdrawn, the player shall thereupon immediately become an Unrestricted Free Agent; provided, however, that if (i) prior to the designation of the player as a Core Player and the subsequent withdrawal of the Core Qualifying Offer, the player's Prior Team could have obtained a Right of First Refusal with respect to the player by making her a Restricted Qualifying Offer, (ii) the Prior Team, following the withdrawal of the Core Qualifying Offer, makes a Restricted Qualifying Offer to the player in order to obtain a Right of First Refusal, and (iii) such Restricted Qualifying Offer is made by December 14 of any Salary Cap Year (or if the withdrawal of the Core Qualifying Offer occurs after December 12, within forty-eight (48) hours of such withdrawal), then the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team. If a Core Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's exclusive negotiating rights shall continue, subject to Section 7(d) above.

(f) A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season, may not validly accept a Core Qualifying Offer made under this Section 7 unless the Team consents in writing after receiving written notice of such physical disability or other condition.

If, after receiving written notice of such disability or condition (and, if desired by the Team, a physical examination of the player to confirm such disability or condition), the Team desires to withdraw the Core Player Designation Notice and the accompanying Core Qualifying Offer, it shall do so by giving written notice of such withdrawal to the player, and the player shall thereupon immediately become an Unrestricted Free Agent; provided, however, that if (i) prior to the designation of the player as a Core Player and the subsequent withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer the Team could have obtained a Right of First Refusal with respect to such player by making her a Restricted Qualifying Offer, (ii) the Team, following the withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer, makes a Restricted Qualifying Offer to the player in order to obtain a Right of First Refusal, and (iii) such Restricted Qualifying Offer is made by December 14 of any Salary Cap Year (or, if the withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer occurs after December 12, within forty-eight (48) hours of such withdrawal), then the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team.

(g) At any time after the expiration date (i.e., March 7) of a Core Qualifying Offer as provided for in subsection (e) above, a Team may renounce a Core Player Designation, which shall result in its termination as set forth in subsection (d) above. In order to renounce a Core Player Designation, a Team shall provide the WNBA with an express, written statement renouncing the Core Player Designation. The WNBA shall provide the Players Association with a copy of such statement within one (1) business days following its receipt thereof.

(h) On the same day as the giving of a Core Player Designation Notice and a Core Qualifying Offer to a player, the Team shall cause a copy thereof to be given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association.

(i) Any claim that a Core Player Designation Notice or the accompanying Core Qualifying Offer fails to meet one or more of the criteria for a Core Player Designation Notice or a Core Qualifying Offer shall be made by written notice to the Team no later than ten (10) days after a copy of the Core Player Designation Notice and Core Qualifying Offer are given by the Team or the WNBA to the Players Association. Such notice must set forth the specific changes that allegedly must be made to the Core Player Designation Notice or the offered Contract in order for it to constitute a Core Player Designation Notice and a Core Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Core Player Designation Notice and a Core Qualifying Offer, the Team may, within five (5) business days, deliver or send to the player an amended Core Player Designation Notice and Core Qualifying Offer incorporating the requested changes. If the Team offers such an amended Core Player Designation Notice and Core Qualifying Offer, the player and the Players Association shall be precluded from asserting that such Core Player Designation Notice and Core Qualifying Offer do not constitute a timely and valid Core Player Designation Notice and Core Qualifying Offer.

(j) A Core Player Designation Notice and Core Qualifying Offer shall be deemed given when sent by the Prior Team. Except as provided in Section 6 (n) with respect to First Refusal Exercise Notices and Restricted Qualifying Offers, other writings required or permitted under this Section 7 shall be deemed given only when actually received by the party to whom addressed.

Section 8. Reserved Players.

(a) Any Veteran Free Agent who has three (3) or fewer Years of Service on the first day of any Salary Cap Year will be a Reserved Player if her Prior Team makes a Reserved Qualifying Offer to the player at any time from the December 1 following such Season through the immediately following December 14. If such Reserved Qualifying Offer is made, then, on the January 5 following the last Season covered by the player's Player Contract, the player shall become a Reserved Player, subject to the exclusive negotiating rights of her Prior Team. If such a Reserved Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on such January 5.

(b) In order to make a Reserved Qualifying Offer, a Team must have Room for the Reserved Qualifying Offer. A Reserved Qualifying Offer made to a Reserved Player may be withdrawn by the Team at any time through the following February 15. If the Reserved Qualifying Offer is not withdrawn by February 15, it must thereafter remain open until the following March 7; provided, however, that the Reserved Qualifying Offer may be withdrawn by the Team during the period February 16 through March 7 if the player agrees in writing to the withdrawal. If a Reserved Qualifying Offer is withdrawn, the player shall immediately become an Unrestricted Free Agent. A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season may not validly accept a Reserved Qualifying Offer made under this Section 8, unless the Prior Team consents after disclosure of such physical disability or other condition (provided that the Team may, at its election, and prior to determining whether to consent, conduct a physical examination of such player). In the event that the Prior Team does not consent, such player will

remain subject to the Prior Team's exclusive negotiating rights. If a Reserved Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's exclusive negotiating rights shall continue, subject to Section 8(c) below.

(c) If a Reserved Player does not sign a Player Contract with her Prior Team by the conclusion of the WNBA Season for which the Reserved Qualifying Offer is made, then her Prior Team may reassert its exclusive negotiating rights for the following WNBA season by extending another Reserved Qualifying Offer (on the same terms as the prior Reserved Qualifying Offer) by the next December 14. A Prior Team may continue to reassert its exclusive negotiating rights by following the foregoing procedure in each subsequent year in which the Reserved Player does not sign a Player Contract with her Prior Team before the Season ends.

(d) Any claim that a Contract offered as a Reserved Qualifying Offer fails to meet one or more of the criteria for a Reserved Qualifying Offer shall be made by notice to the Team, in writing, no later than ten (10) days after a copy of the Reserved Qualifying Offer was given by the Team or the WNBA to the Players Association. Such notice must set forth the specific change that allegedly must be made to the offered Contract in order for it to constitute a Reserved Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Reserved Qualifying Offer, the Team may, within five (5) business days, offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player and the Players Association shall be precluded from asserting that such Contract does not constitute a timely and valid Reserved Qualifying Offer.

(e) A Reserved Qualifying Offer shall be deemed given when sent by the Prior Team. Other writings required or permitted to be given under this Section 8 shall be deemed given only when actually received by the party to whom addressed.

Section 9. Unrestricted Free Agents

(a) Subject to Section 7 above, any Veteran Free Agent who has six (6) or more Years of Service on the first day of such Salary Cap Year will be an Unrestricted Free Agent on such January 5.

ARTICLE VII

SALARY CAP, LEAGUE-WIDE GUARANTEE, AND MINIMUM TEAM SALARY

Section 1. Amount of Salary Cap, League-wide Guarantee and Minimum Team Salary.

(a) **Salary Cap**. Beginning with the Salary Cap Year commencing on December 1, 2007, and for each Salary Cap Year thereafter during the term of this Agreement, the Salary Cap for each Team shall be:

(i)	For the 2008 Salary Cap Year	$772,000
(ii)	For the 2009 Salary Cap Year	$803,000
(iii)	For the 2010 Salary Cap Year	$827,000
(iv)	For the 2011 Salary Cap Year	$852,000
(v)	For the 2012 Salary Cap Year	$878,000
(vi)	For the 2013 Salary Cap Year	$913,000

(b) **Guarantee Level**. Beginning with the Salary Cap Year commencing on December 1, 2007, and for each Salary Cap Year thereafter during the term of this Agreement, the level used to calculate (pursuant to (c) and (d) below) the League-wide Guarantee and the Minimum Team Salary (the "Guarantee Level") shall be:

(i)	For the 2008 Salary Cap Year	$750,000
(ii)	For the 2009 Salary Cap Year	$772,000
(iii)	For the 2010 Salary Cap Year	$796,000
(iv)	For the 2011 Salary Cap Year	$819,000
(v)	For the 2012 Salary Cap Year	$844,000
(vi)	For the 2013 Salary Cap Year	$869,000

(c) **League-wide Guarantee**.

(1) As of the conclusion of each Season covered by this Agreement, the WNBA agrees that Team Salaries for all Teams, in the aggregate, will not be less than an amount equal to the sum of (i) the total number of WNBA Teams that played a full schedule of Regular Season games during such Season, multiplied by the Guarantee Level for that Season, and (ii) for each WNBA Team that played less than a full schedule of Regular Season games during such Season, an amount equal to the Guarantee Level for that Season multiplied by a fraction, the numerator of which is the number of Regular Season games played by the Team during such Season and the denominator of which is the total number of Regular Season games that a Team playing a full schedule of Regular Season games played during such Season (the "League-wide Guarantee"). For purposes of this Section 1(c), the Team Salaries for all Teams, in the aggregate, as of the conclusion of a Season shall include any payments to players with respect to such Season made by one or more Teams pursuant to Section 1(d) below.

(2) In the event that, as of the conclusion of any Season, Team Salaries for all Teams, in the aggregate, are less than the League-wide Guarantee for such Season, the shortfall shall be paid by the WNBA to the Players Association (within sixty (60) days after the conclusion of such Season) for distribution to all players who were on a WNBA roster during such Season on such proportional basis as may be reasonably determined by the Players Association.

(d) **Minimum Team Salary**.

(1) Beginning with the Salary Cap Year commencing on December 1, 2007, and for each Salary Cap Year thereafter during the term of this Agreement, there shall be a Minimum Team Salary equal to 90% of the Guaranty Level.

(2) In the event that, as of the conclusion of a Season, a Team's Team Salary is less than the applicable Minimum Team Salary, the WNBA shall cause such Team to make payments equal to the shortfall (to be disbursed to the players on such Team either in proportion to the players' Base Salaries for that Season or in accordance with such other formula as may be reasonably determined by the Players Association). Notwithstanding the preceding sentence, any Team that ceases operations during a WNBA Season shall not be required to meet the Minimum Team Salary obligation.

Section 2. Determination of Team Salary.

(a) **Computation**. For the purposes of computing Team Salary under this Agreement, all of the following amounts shall be included:

(1) Subject to the rules set forth in this Article VII, the aggregate Salaries of all current players (and former players to the extent provided by the terms of this Agreement) attributable to a particular Salary Cap Year, including, without limitation:

(i) Salaries payable to players whose Player Contracts have been terminated pursuant to the WNBA's waiver procedure.

(ii) Any amount called for in a retired player's Player Contract that is paid or to be paid to the player.

(iii) Amounts paid pursuant to awards or judgments for, or settlements of, disputes between a Player and a Team concerning Base Salary obligations under a Player Contract, except to the extent that such amounts were previously included in (and not subsequently excluded from) a player's Salary. If any amounts paid to a player as described in the preceding sentence relate to one or more future Salary Cap Years, such amounts will be included in the corresponding Salary Cap Year(s). If any such amounts relate to the then-current or any prior Salary Cap Year, then the following shall apply with respect to such amounts: (x) if the amounts relate to a Team's Base Salary obligation for only one (1) Season, they shall be included in Team Salary for the Salary Cap Year during which the Team's obligation to pay such amounts is determined, unless the Team's obligation is determined during the period commencing on the day prior to the first day of the Regular Season and continuing through the November 30 of any Salary Cap Year, in which case such amounts shall be included in Team Salary for the following Salary Cap Year; and (y) if the amounts relate to a Team's Base Salary obligation for more than one (1) Season, they shall be included in Team Salary in equal amounts over the same number of Salary Cap Years, with the first such Salary Cap Year being the Salary Cap Year during which the Team's obligation to pay such amounts is determined, unless the Team's obligation is determined during the period commencing on the day prior to the first day of the Regular Season and continuing through the November 30 of any Salary Cap Year, in which case the following Salary Cap Year shall be the first Salary Cap Year in which such amounts are included in Team Salary.

(iv) Salaries anticipated to be included in Team Salary based upon any agreement disclosed to the WNBA pursuant to Article V, Section 14(a)(i).

(2) With respect to each Veteran Free Agent who is designated as a Core Player, the Salary called for in any outstanding Core Qualifying Offer tendered to such Veteran Free Agent.

(3) With respect to each Veteran Free Agent who is a Restricted Free Agent, the greater of (A) the Salary called for in any outstanding Restricted Qualifying Offer tendered to such Veteran Free Agent, or (B) the Salary called for in any First Refusal Exercise Notice issued with respect to such Veteran Free Agent.

(4) The aggregate Salaries called for under all outstanding Offer Sheets.

(5) With respect to each Veteran Free Agent who is a Reserved Free Agent, the Salary called for in any outstanding Reserved Qualifying Offer tendered to such Veteran Free Agent.

(6) An amount with respect to the number of players fewer than ten (10) included in a Team's Team Salary, as determined in accordance with Section 2(d) below.

(7) Value or consideration received by retired players that is determined to be includable in Team Salary in accordance with Article XV, Section 5.

(b) **Expansion**. The Salary of any player selected by an Expansion Team in an expansion draft and terminated in accordance with the WNBA waiver procedure before the first day of the Expansion Team's first Season shall not be included in the Expansion Team's

Team Salary, except, to the extent such Salary is paid, for purposes of determining whether the Expansion Team has satisfied its Minimum Team Salary obligation for such Season under Article VII, Section 1(d) and whether the WNBA has satisfied the League-wide Guarantee under Article VII, Section 1(c).

(c) **Assigned Contracts**. For purposes of calculating Team Salary, with respect to any Player Contract that is assigned, the assignee Team shall, upon assignment, have included in its Team Salary the entire Salary for the then-current Salary Cap Year and for all future Salary Cap Years.

(d) **Incomplete Rosters**.

(1) If at any time from December 1 through the day prior to the first day of the Regular Season a Team has fewer than ten (10) players included in its Team Salary (as determined in accordance with Section (2)(d)(2) below), then the Team's Team Salary shall be increased by an amount calculated as follows:

STEP 1: Subtract from ten (10) the number of players included in Team Salary.

STEP 2: If the result in Step 1 is a positive number, multiply the result in Step 1 by the Rookie Minimum Annual Salary.

(2) In determining whether a Team has fewer than ten (10) players included in its Team Salary for purposes of Section (2)(d)(1) above, the only players who shall be counted are (i) players on the Team's active list (including any injured players) who are included in Team Salary, (ii) players who have been tendered a Qualifying Offer by the Team that remains outstanding, and (iii) players who have been tendered an Offer Sheet by the Team that remains outstanding.

(e) **Hold-Outs**. If, in any Season, a player is suspended by a Team for the remainder of the Season pursuant to Article XIV, Section 6, the player's Salary shall be excluded

from the Team Salary of such Team, beginning on the date of such suspension and continuing until the later of (i) the following December 1, or (ii) the date on which the player's suspension ends.

(f) **Long-Term Injuries, Illnesses, or Conditions**. Any player who suffers a career-ending injury, illness, or condition, and whose contract is terminated by the Team in accordance with the WNBA waiver procedure, will be excluded from her Team's Team Salary as follows:

(1) If the injury, illness, or condition occurs on or after December 1, but prior to July 1 of any Season, then, beginning on the second December 1 following the injury, illness, or condition, the Team may apply to the WNBA to have the player's Salary for each remaining Season of the Contract excluded from Team Salary. (For example, if the career-ending injury, illness, or condition occurs on May 1, 2009, the Team may apply to have the player's Salary excluded from Team Salary beginning on December 1, 2010.)

(2) If the injury, illness, or condition occurs on or after July 1 but prior to the subsequent December 1, then, beginning on the second anniversary of the injury, illness, or condition, the Team may apply to the WNBA to have the player's Salary for each remaining Season of the Contract excluded from Team Salary.

(3) The determination of whether a player has suffered a career-ending injury, illness, or condition, and the determination of the date on which a player's career-ending injury, illness, or condition occurred, shall be made by a physician selected jointly by the WNBA and the Players Association.

(4) Notwithstanding subsections (1) through (3) above or (8) below, a player's Salary shall not be excluded from Team Salary if, after the date on which a career-ending injury, illness, or condition is alleged to have occurred but before her Salary is excluded from Team Salary, the player played in more than five (5) WNBA games in any one (1) Season or in a total of ten (10) games over two (2) Seasons.

(5) Notwithstanding subsections (1) through (3) above or (8) below, if, after a player's Salary is excluded from Team Salary in accordance with this Section 2(f), (i) the player plays in five (5) WNBA games in any one (1) Season, the excluded Salary for that Season and any subsequent Season shall thereupon be included in Team Salary; or (ii) the player plays in ten (10) or more WNBA games over two (2) Seasons but did not play in five (5) games in the first of such two (2) Seasons, the excluded Salary for the second Season shall thereupon be included in Team Salary. If, at the time the player's Salary is required to be included again in Team Salary in accordance with this Section 2(f)(5), the Team does not have Room for some or all of such Salary, the portion of the player's Salary for which the Team has Room shall be immediately included in the Team's Team Salary and the remainder shall be included in the Team's Team Salary beginning on the earlier of (x) the next December 1, or (y) the earliest date after such December 1 when the Team has Room for such remainder amount.

(6) If a Team requests to have a player's Salary excluded from Team Salary pursuant to this Section 2(f), the player with respect to whom the request is made shall cooperate in the processing of the request, including by appearing (if necessary) at the scheduled place and time for examination by a designated physician.

(7) The exclusion from Team Salary authorized by this Section 2(f) is available only to the Team with which the Disabled Player was under Contract at the time her career-ending injury, illness, or condition occurs.

(8) For purposes of this Section 2(f), the date of occurrence of a career-ending injury, illness, or condition that has developed over time shall be deemed to be the date on which the injury, illness, or condition progressed to the point of becoming career-ending.

(g) **Training Camp Contracts**. From January 5 until the day prior to the first day of the next Regular Season, a Team may enter into Player Contracts that will not be included in Team Salary until the first day of such Regular Season (i.e., the player will be deemed not to have any Salary until the first day of such Regular Season), provided that such Contracts satisfy the requirements of this Section 2(g) (a "Training Camp Contract"). No Training Camp Contract may provide for (i) Salary in excess of the applicable Minimum Player Salary, (ii) Base Salary protection of any kind, or (iii) a term longer than one (1) Season. Notwithstanding the foregoing, any Rookie Scale Contract entered into from January 5 through the day prior to the first day of the next Regular Season shall be a Training Camp Contract. The only consideration that may be provided to a player signed to a Training Camp Contract, prior to the start of the Regular Season, is per diem, lodging, and transportation. A Team that has entered into one or more Training Camp Contracts must terminate such Contracts no later than the day prior to the first day of a Regular Season, except to the extent the Team has Room for such Contracts. Notwithstanding anything to the contrary herein, Qualifying Offers and Rookie Tenders that, if signed by the player would become Training Camp Contracts, shall not be included in Team Salary from December 1 until the day prior to the first day of the next Regular Season.

(h) **Team Salary Summaries**.

(1) The WNBA shall provide the Players Association with Team Salary summaries and a list of current Exceptions once every two weeks during the Regular Season and once every week between February 1 and the commencement of the next Regular Season.

(2) In the event that the WNBA fails to provide the Players Association with any Team Salary summary or list of Exceptions as provided for in Section 2(h)(1) above, the Players Association shall notify the WNBA of such failure, and the WNBA, upon receipt of such notice, shall as soon as reasonably possible, but in no event later than two business days following receipt of such notice, provide the Players Association with any such summary or list that should have been provided pursuant to Section 2(h)(1) above.

Section 3. Operation of Salary Cap.

(a) **Basic Rule**. A Team's Team Salary may not exceed the Salary Cap at any time unless the Team is using one of the Exceptions set forth in Section 5 below.

(b) **Room**. Subject to the other provisions of this Agreement, including without limitation Article V, Section 8, any Team with Room may enter into a Player Contract that calls for a Salary in the first Season of such Contract that would not exceed the Team's then-current Room.

(c) **Annual Salary Increases and Decreases**.

(1) Except as otherwise provided in this Agreement, for each Season of a Player Contract after the first Season, the player's Salary may increase or decrease in

relation to the previous Season's Salary by no more than 4% of the Base Salary for the first Season of the Contract.

(2) With respect to an Extension (other than an Extension of a Rookie Scale Contract), and notwithstanding Section (3)(c)(1) above and (3)(c)(3) below, for each Season of such Player Contract after the first Season of the extended term, the player's Salary may increase or decrease in relation to the previous Season's Salary by no more than 4% of the Base Salary for the last Season of the original term of the Contract.

(3) With respect to an Extension of a Rookie Scale Contract, and notwithstanding Section (3)(c)(1) and (3)(c)(2) above, for each Season of such Player Contract after the first Season of the extended term, the player's Salary may increase or decrease in relation to the previous Season's Salary by no more than 4% of the Base Salary for the first Season of the extended term of the Contract.

(d) **No Futures Contracts**. Notwithstanding any other provision in this Agreement:

(1) Every Player Contract shall be effective and commence as of the date of execution and shall be for a continuous term.

(2) No Team and player may enter into a Player Contract during the period commencing at the start of the Team's last game of the Regular Season and continuing through the following January 4. The preceding sentence shall not prohibit a Team and player from entering into an amendment to an existing Player Contract pursuant to Article V, Section 3(e) during such period.

Section 4. Hardship Exceptions to the Salary Cap.

There shall be the following exceptions to the rule that a Team's Team Salary may not exceed the Salary Cap:

(a) **Hardship**.

(1) If, during a WNBA Regular Season, a Team with one (1) player on its Inactive List who is unable to play due to injury, illness or other condition for a minimum of three additional weeks from the date of the requested Exception has an additional player (the "Disabled Player") who suffers a Disabling Injury, Illness, or Condition (as defined below), the Team may sign one Replacement Player to a Replacement Contract to replace such Disabled Player.

(2) For purposes of this Section 4, Disabling Injury, Illness, or Condition means any injury, illness, or condition that has rendered the Disabled Player unable to play for a minimum of two (2) consecutive Regular Season games and will thereafter render the Disabled Player unable to play for a minimum period of three (3) additional weeks (regardless of whether, once the Disabled Player has missed two (2) consecutive Regular Season games, there are less than three (3) weeks remaining in the WNBA Season).

(3) A Hardship Exception will arise on the date it is granted by the League Office and will expire seven (7) days after it arises.

(4) The determination of whether a player has suffered a Disabling Injury, Illness, or Condition shall be made by a physician designated by the WNBA (the "WNBA Physician") in consultation with the Players Association, and such determination shall be final, conclusive, and unappealable. The WNBA shall advise the

Players Association of the determination of the WNBA Physician within one (1) business day of such determination. The cost of the WNBA Physician will be borne by the WNBA Team seeking the Exception.

(5) In no event shall a Team be entitled to an Exception pursuant to this Section 4(a), unless there is one (1) player on its Inactive List on the date it applies for the Exception and such player is, in the determination of the WNBA Physician, unable to play for a minimum of three (3) additional weeks from that date. The determination of the WNBA Physician shall be final, conclusive, and unappealable. The cost of the WNBA physician will be borne by the WNBA Team seeking the Exception.

(6) If a Team requests an Exception pursuant to this Section 4(a), the player with respect to whom the request is made, and the players on the Inactive List, shall cooperate in the processing of the request, including by appearing (if necessary) at the scheduled place and time for examination by the WNBA Physician.

(7) Notwithstanding a determination by the WNBA Physician that a player has suffered a Disabling Injury, Illness, or Condition, such player, upon recovering from her injury, illness, or condition, may be restored to her Team's active list. In such event, however, the Team shall immediately terminate the Replacement Contract of the Replacement Player.

(8) The Hardship Exception is available only to the Team with which the Disabled Player was under Contract at the time her Disabling Injury, Illness, or Condition occurred.

(9) If a Team makes a request for a Hardship Exception to replace a Disabled Player pursuant to this Section 4(a) and such request is denied, the Team shall

not be permitted to make any subsequent request for an Exception to replace the same player unless fifteen (15) days have passed since the first request was denied and the Team establishes that the subsequent request is based on a new injury or an aggravation of the same injury.

(b) **Emergency Hardship**.

(1) If a Team during the Regular Season, as a result of injuries, illnesses, other conditions or other extenuating circumstances that have affected its players, has less than ten (10) players on its roster who are able to play, it may apply to the WNBA to obtain an Exception to sign one or more Replacement Player(s) to Replacement Contract(s) to replace one or more of the Team's unavailable Players. Any such Replacement Contract shall be terminated immediately once ten (10) other players on the Team's roster are again able to play.

(2) The determination of whether to grant a Team one or more Emergency Hardship Exceptions shall be in the WNBA's sole discretion. The WNBA may attach such conditions to an Emergency Hardship Exception as it may determine, in its sole discretion, provided that such conditions do not violate any provision of this Agreement.

(3) If a Team requests an Emergency Hardship Exception pursuant to this Section 4(b), all players whom the Team claims are unable to play shall cooperate in the processing of the request (and in such ongoing evaluation of the players' physical condition as the WNBA may require for purposes of determining when a Replacement Contract must be terminated pursuant to Section 4(b)(1) above), including by appearing (if necessary) at the scheduled place(s) and time(s) for examination(s) by a physician

designated by the WNBA. The cost of the WNBA physician will be borne by the WNBA Team seeking the Exception.

Section 5. Extensions.

(a) **Veteran Extensions**.

No Player Contract, other than a Rookie Scale Contract, may be extended except in accordance with the following:

(1) A Player Contract covering a term of two (2), three (3) or four (4) Seasons may be extended no sooner than the first anniversary of the signing of the Contract.

(2) A Player Contract that has been extended may not subsequently be extended until the first anniversary of such Extension.

(3) Subject to Article V, Section 8, a Player Contract extended in accordance with this Section 5(a) may, in the first Season of the extended term, provide for a Base Salary of up to 104% of the Base Salary in the last Season of the original term of the Contract. Annual increases or decreases in Salary shall be governed by Section 3(c) above.

(b) **Rookie Scale Extensions**.

(1) A First, Second, or Third Round Pick who enters into a Rookie Scale Contract on or after the date of this Agreement may enter into an Extension of such Rookie Scale Contract during the period that commences on January 5 and continues through May 15 following the third Season covered by the Contract (provided that the Team exercised the Option Year provided in such Contract).

(2) An Extension of a Rookie Scale Contract may provide for Salary in the first Season of the extended term no greater than the Maximum Player Salary provided for in Article V, Section 8. Annual increases and decreases in Salary shall be governed by Section 3(c) above.

Section 6. Trade Rules.

(a) A Team shall not be permitted to receive in connection with any trade, directly or indirectly, any cash or other compensation, including cash or other compensation received as reimbursement for Base Salary obligations to players whom the Team is acquiring.

(b) A Team cannot trade any player after the WNBA trade deadline occurring in the last Season of the player's Contract.

(c) No player who signs a Contract as a Free Agent or Draft Rookie may be traded before the later of (i) two (2) weeks following the date on which such Contract was signed or (ii) the fifteenth (15th) day of the Regular Season covered by the Contract, unless such player consents in writing to such trade.

(d) Exclusive negotiating rights to a player may only be traded with the written consent of the player.

Section 7. Miscellaneous.

(a) In the event that a Team and a player agree to amend a Player Contract in accordance with Article V, Section 3(e), then for purposes of calculating the player's Salary for the then-current and any remaining Season, the aggregate reduction in the player's protected Compensation shall be allocated pro rata over the then-current and each remaining Season of the Contract on the basis of the Salary in each such Season.

(b) Except where this Agreement states otherwise, for purposes of any rule in this Agreement that limits, involves counting, or otherwise relates to, the number of Seasons covered by a Contract, if a Player Contract is signed after the beginning of a Season, the Season in which the Contract is signed shall be counted as one (1) full Season covered by the Contract.

ARTICLE VIII

ROOKIE SCALE

(a) The amount of Base Salary provided to a player in each Season of a Rookie Scale Contract shall be the applicable Rookie Scale Amount for each Season set forth in Exhibit 5.

(b) Any Team that fails to make a Required Tender to a Draft Pick, withdraws a Required Tender, renounces a Draft Pick, or fails to sign a Draft Pick selected in a Subsequent Draft within the designated period of exclusive negotiating rights shall be prohibited from signing such player until after she has signed a Player Contract with another WNBA Team, and either (i) the player completes the playing services called for under such Contract, or (ii) such Contract is terminated in accordance with the WNBA waiver procedures.

ARTICLE IX

MERIT BONUSES

Section 1. Payment of Merit Bonuses.

During each Season covered by this Agreement, the WNBA and/or the Teams shall pay the merit bonuses set forth in Section 2 below. To be eligible to earn a Team bonus, a player must be on the Regular Season roster (active or inactive) of the applicable Team on the last day of the Regular Season. If a player who is eligible to earn a Team bonus was not on the active or inactive list of such Team for the entirety of the Regular Season, any bonus paid to such player shall be prorated based upon the number of days of the Regular Season that such player was on the active or inactive list of such Team for such Season.

Section 2. Bonus Schedule.

Team:	WNBA Champion:	$10,500 per player
	Championship Runner-up:	$5,250 per player
	Eliminated in Semifinals:	$2,625 per player
	Eliminated in Quarterfinals:	$1,050 per player
Individual:	Most Valuable Player:	$15,000
	All WNBA First Team:	$10,000 per player
	All WNBA Second Team:	$5,000 per player
	Defensive Player of the Year:	$5,000
	Sportsmanship Award:	$5,000
	Rookie of the Year:	$5,000
	Most Improved Player:	$5,000
	All-Star Game Participant	$2,500 per player

ARTICLE X

BENEFITS

Section 1. Health Insurance.

(a) Medical Coverage.

During each Season covered by this Agreement, each player who is a party to a Standard Player Contract (and such player's eligible dependents, if applicable) will be provided with medical benefits for the period beginning on the first day of training camp and ending on the day such Contract expires or is terminated. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summaries that will be distributed by the WNBA to each player signed to a Contract and to the Players Association.

(i) For the 2007 Season, subject to any conditions and limitations contained in the plan, the medical plan provided that players received either (A) in-network services with no annual deductible, no co-insurance, no annual lifetime maximum benefit, and a copayment for certain services; or (B) out-of-network services with a $300 annual deductible per covered individual ($600 per family), coverage for eighty percent (80%) of the first $5,000 of eligible charges (as defined in the insurance plan) per person in a calendar year, and one-hundred percent (100%) thereafter, with an unlimited lifetime maximum benefit. A player who elected coverage for her dependents, under either the in-network services plan or out-of-network services plan, paid thirty-three percent (33%) of the cost of such coverage.

(ii) For each Season hereunder, beginning with the 2008 Season, players will receive the medical benefits described in Section 1(a)(i) above, provided that the premiums for such benefits do not exceed by more than 5% the premiums paid by the

WNBA for medical insurance coverage for players with respect to the immediately preceding Season. If the premiums for such benefits increase in any Season by less than 5%, then the difference between 5% and the actual amount of any such increase shall be carried forward and used to fund any increase in premiums in one or more future Seasons of more than 5%, provided that under no circumstance shall (x) the WNBA pay premiums for any Season that exceed the immediately preceding Season's premiums by more than 10%, or (y) the WNBA be obligated to pay to the players, in benefits or otherwise, any carry-forward that is not used to fund the premiums for the benefits specified in this Section 1(a)(ii). If the premiums for the medical insurance coverage exceed the limitations set by this Section 1(a)(ii) in any Season, the WNBA (after consultation with the WNBPA) shall make changes in the benefits so that such premium limitations are not exceeded.

(b) Dental Coverage.

During each Season covered by this Agreement, each player who is a party to a Standard Player Contract (and such player's eligible dependents, if applicable) will be provided with dental benefits for the period beginning on the first day of training camp and ending on the day such Contract expires or is terminated. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summaries that will be distributed by the WNBA to each player signed to a Contract and to the Players Association.

(i) For the 2007 Season, subject to any conditions and limitations contained in the plan, the dental plan provided the following benefits: (i) in-network services: no annual deductible, coverage for one-hundred percent (100%) of preventive

and basic services (as those services are defined in the insurance plan) and fifty percent (50%) of major services (as those services are defined in the insurance plan), with no annual or lifetime maximum benefit; (ii) out-of network services: $50 annual deductible per covered individual ($150 per family), coverage for eighty percent (80%) of preventive and basic services (as those services are defined in the insurance plan) and fifty percent (50%) of major services (as those services are defined in the insurance plan), with an annual maximum benefit of $1,000. If the player elected coverage for her dependents, the player paid for thirty-three percent (33%) of the cost of such coverage.

(ii) For each Season hereunder, beginning with the 2008 Season, players will receive the dental benefits described in Section 1(b)(i) above provided that the premiums for such benefits do not exceed by more than 5% the premiums paid by the WNBA for dental insurance coverage for players with respect to the immediately preceding Season. If the premiums for the dental insurance coverage exceed the limitations set by this Section 1(b)(ii) in any Season, the WNBA (after consultation with the WNBPA) shall make changes in the benefits so that such premium limitations are not exceeded.

Section 2. Pregnancy Disability Benefit.

(a) A player who cannot render the services required under her Standard Player Contract as a result of her pregnancy shall receive fifty percent (50%) of the Base Salary that she would have received under Exhibit 1 to her Standard Player Contract had she rendered the required services, but shall not be eligible for any Team merit bonuses (as set forth in Article IX) unless she was on the Team's active list for at least one Regular Season game during the applicable Season. The player shall receive the Base Salary described in the preceding sentence

in accordance with the payment schedule contained in her Standard Player Contract for the shorter of: (i) the duration of her inability to perform services as a result of her pregnancy; or (ii) the remaining term of her Standard Player Contract.

(b) Notwithstanding the provisions of Section 2(a) above, a player whose Standard Player Contract is terminated while she is pregnant shall, if the applicable insurance policies allow, continue to receive the medical benefits provided for by Section 1(a)(i) until the later of the end of the Season in which such Contract was terminated or three months after the birth of her child. If coverage under the applicable insurance policies cannot be continued, and if the player elects continued coverage pursuant to COBRA, the WNBA shall pay the premiums for such coverage for the player until the later of the end of the Season in which her Contract was terminated or three months after the birth of her child.

Section 3. 401(k) Program.

(a) The WNBA shall cause to be maintained for each Season during the term of this Agreement, a multi-employer profit sharing plan (the "Retirement and 401(k) Savings Plan") qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"). During each Season covered by this Agreement, the Retirement and 401(k) Savings Plan will:

(i) permit elective deferrals by each player of a portion of her Base Salary not in excess of the legal limit set forth in Section 402(g) of the Internal Revenue Code ("401(k) Deferrals");

(ii) provide for employer matching contributions equal to twenty-five percent (25%) of the 401(k) Deferrals contributed to the 401(k) Plan by each player during that Season ("Matching Contributions"); and

(iii) provide for employer contributions for each Season on behalf of each eligible player for such Season ("Regular Contributions") equal to an amount to be determined as follows:

(1) players with two years of WNBA playing service as of the end of that Season — two percent (2%) of the player's Base Salary for that Season;

(2) players with three years of WNBA playing service as of the end of that Season — three percent (3%) of the player's Base Salary for that Season; and

(3) players with four years or more of WNBA playing service as of the end of that Season — four percent (4%) of the player's Base Salary for that Season.

(b) For purposes of subsection (a) above:

(i) the Base Salary of a player shall be as set forth in Exhibit 1 to her Contract;

(ii) a player shall be credited with a year of WNBA playing service if the player was on the Regular Season roster (active or injured) of any WNBA Team(s) for fifty percent (50%) or more of the total Regular Season games of the applicable Season; and

(iii) a player shall be an eligible player for a Season if that player is credited with a year of WNBA playing service for that Season.

(c) The 401(k) Deferrals, Matching Contributions and Regular Contributions shall be subject to all applicable limitations under the Internal Revenue Code.

(d) The total amount of 401(k) Deferrals, Matching Contributions and Regular Contributions shall be limited to an amount that will result in all of such deferrals and contributions being fully deductible under the Internal Revenue Code for the year in which contributed to the Retirement and 401(k) Savings Plan.

(e) In the event that the players are not, or cease to be considered, collectively bargained employees under the Internal Revenue Code, the Employee Retirement Income Security Act of 1974, as amended, or the regulations under either, with respect to the Retirement and 401(k) Savings Plan, then any obligation to maintain and/or make contributions to the Retirement and 401(k) Savings Plan pursuant to this Agreement shall terminate; provided, however, that any such termination shall not impair the legally binding effect (if any) of any other provision of this Agreement. In the event such termination results from any change or amendment made to the Internal Revenue Code or the Employee Retirement Income Security Act or from any regulation or ruling issued thereunder (or from any judicial or administrative interpretation of any of the foregoing), an alternative benefit arrangement, acceptable to both the WNBA and the Players Association, shall be established in lieu of the Retirement and 401(k) Savings Plan.

Section 4. Life Insurance.

The WNBA shall continue to maintain in effect a group life insurance policy providing a face policy amount of $100,000 per player.

Section 5. Player Programs.

The WNBA shall continue to administer Off-Season player programs that may include graduate school tuition reimbursement, a career apprenticeship program, a substance abuse education program, and/or a program to educate players with regard to individual financial

management. The WNBA agrees to contribute an aggregate sum of not less than $75,000 per year toward such programs. The allocation of such sum among the programs, and the type and content of, and participants in, such programs, shall be determined each year in consultation with the Players Association.

Section 6. Administration of Plans.

All decisions with respect to the design, implementation, and administration of the plans and programs set forth in this Article, including the selection of insurance carriers and the investment options to be available under the Retirement and 401(k) Savings Plan, will be made by the WNBA. The Players Association waives any right to participate in the design, implementation, and administration of the plans and programs, including the selection from time to time of new insurance carriers and the investment options to be available under the Retirement and 401(k) Savings Plan. Notwithstanding the foregoing, the Players Association reserves the right to grieve under the procedures set forth in Article XXII any alleged failure by the WNBA to provide the benefits that it has agreed to provide under this Article.

ARTICLE XI

PLAYER-RELATED EXPENSES

Section 1. Lodging.

(a) During the Regular Season and playoffs, players will be provided with the following options with respect to housing in the home cities of their WNBA Teams: (i) staying in housing provided by the Team, or (ii) receiving a monthly housing stipend equal to the average monthly cost of a furnished one bedroom apartment in the market where the Team plays its home games, as determined by data published by the local chamber of commerce (or similar organization) in each such market. Neither the WNBA nor any Team may impose restrictions as to who may visit players in the housing referred to in this Section 1(a). Notwithstanding the foregoing, nothing herein shall excuse a player from complying with any reasonable training rules promulgated by the WNBA or a Team or with any reasonable occupancy regulations established by the owners or lessors (or their designees) of such housing. Any player who elects to stay in housing provided by the Team may, upon reasonable advance notice and subject to availability, elect to upgrade her unit to a larger unit, provided that such player shall pay to the Team the difference between the cost of the Team-provided housing and the larger unit.

(b) On or before the April 15 preceding each Season, the WNBA will provide written notice to players (at addresses provided by them for such purpose) and to the Players Association of the monthly housing stipends that will be made available to players for that Season pursuant to Section 1(a)(ii) above. Any player who, on or before April 15 of any Season has entered into a Player Contract that is then in effect must notify the Team on or before the immediately succeeding May 1 whether she elects Team-provided housing or a monthly housing stipend. All other players shall notify the Team of their housing election within fourteen (14) days of their execution of a Player Contract.

(c) During training camp, players will be provided, in the sole discretion of the Team, with either Team-provided housing, a monthly housing stipend (calculated in the same manner as set forth in subsection (a) above), or hotel accommodations (two players per room).

(d) When a Team is playing "on the road," players traveling with the Team will be provided with first class hotel accommodations as follows: (i) players who, prior to the then-current Season, have five (5) or more Years of Service shall be provided with individual hotel rooms; and (ii) players who, prior to the then-current Season, have four (4) or fewer Years of Service shall be required to share a hotel room with another player.

Section 2. Relocation Expenses.

(a) A player will receive a coach airline ticket from the city where she permanently resides to the city of her assigned Team for each Season she is under Contract to play in the WNBA.

(b) A player who is assigned from one Team to another during the Season will receive a coach airline ticket from her prior Team's city to the city of her new Team and will be reimbursed for the actual and reasonable costs of shipping her personal belongings from her prior Team's city to the city of her new Team. At the conclusion of such Season, the player will receive a coach airline ticket from the city of her new Team to the city where she permanently resides. For players who are assigned prior to the Mid-Point of the Regular Season only, reimbursement may include up to one thousand dollars ($1,000) for the shipment of one automobile. No expenses incurred by a player shall be reimbursed pursuant to this Section 2(b) unless they are pre-approved in writing by the Team.

(c) A player whose Contract is terminated will receive a coach airline ticket back to the city where she permanently resides.

(d) Notwithstanding subsections (a), (b), and (c) above, where an assignment or a Contract termination requires travel (from the city where a player permanently resides or a prior Team's city, as the case may be) of less than 200 miles, no airline ticket will be provided. Instead, the player's actual and reasonable ground travel expenses will be reimbursed provided such expenses are documented to the appropriate Team.

Section 3. Meal Expense Allowance.

(a) Players will be provided with a per day meal expense allowance while playing for their Teams "on the road" and during the training camp period (but only if the Team does not pay for meals directly), as follows.

2008	2009	2010	2011	2012	2013
$65	$67	$68	$70	$72	$74

(b) For purposes of this Agreement, a player shall be considered to be "on the road" from the time her Team leaves its home city until the Team arrives back at its home city.

(c) When a Team is "on the road" for less than a full day, a partial meal expense shall be paid based upon the time of departure from or time of arrival in the Team's home city, in accordance with the following:

(i) Departure after 9:00 a.m. or arrival before 7:00 a.m., no meal expense allowance for breakfast.

(ii) Departure after 1:00 p.m. or arrival before 11:30 a.m., no meal expense allowance for lunch.

(iii) Departure after 7:00 p.m. or arrival before 5:30 p.m., no meal expense allowance for dinner.

For purposes of this Section 3, the meal expense allowance for breakfast shall be deemed to be:

2008	2009	2010	2011	2012	2013
$12	$12	$13	$13	$13	$14

the meal expense allowance for lunch shall be deemed to be:

2008	2009	2010	2011	2012	2013
$20	$21	$21	$22	$23	$23

and the meal expense allowance for dinner shall be deemed to be:

2008	2009	2010	2011	2012	2013
$33	$34	$34	$35	$36	$37

Together with each meal expense allowance payment, the Team shall provide the Players with a written breakdown of the specific meals that are included in each such payment.

(d) For purposes of this Agreement, the "home city" of a WNBA Team shall be deemed to include only the city in which the facility regularly used by the Team for home games is located and any other location(s) at which home games are played, provided that such other location(s) is not more than seventy-five (75) miles from such city.

Section 4. Air Travel.

All air travel provided by the Team (including, but not limited to, travel between games) will be coach.

Section 5. Game Tickets.

Each player will receive two (2) complimentary tickets for each home and away game.

ARTICLE XII

REVENUE SHARING

Section 1. Revenue Sharing Agreement.

(a) If, for any Regular Season during the term of this Agreement, Average Team Ticket Revenue exceeds the Target applicable to such Season (such excess hereinafter referred to as the "Overage"), the WNBA shall pay an amount equal to ten (10) percent of the Overage to the Players Association for distribution to players in accordance with such formula as may be reasonably determined by the Players Association.

(b) For purposes of this Article XII:

(i) "Team Ticket Revenue" for a Regular Season means an amount equal to aggregate gate receipts for a Team, net of applicable taxes and governmental fees, for Regular Season games played during such Regular Season, including, without limitation, such gate receipts that are received or are to be received on an accrual basis by a Related Party for Regular Season games played during such Regular Season. Team Ticket Revenues shall not include the value of any tickets that are bartered or traded by a Team to a third party for goods or services, provided by the Team to a third party pursuant to any sponsorship agreement with a third party, provided by a Team on a complimentary, charitable, or like basis, or for seats contained within luxury suites (or any proceeds from the sale, lease or licensing of luxury suites).

(ii) "Average Team Ticket Revenue" for a Regular Season means Team Ticket Revenues for all Teams for such Regular Season, divided by the number of Teams that generated such Team Ticket Revenues during such Regular Season.

(iii) "Target" means the following:

(1) For the 2008 Regular Season: $2.5 million.

(2) For each subsequent Regular Season covered by this Agreement: the Target from the prior Regular Season plus an adjustment (which shall be calculated by applying to the prior Regular Season's Target the percentage increase in the national Consumer Price Index from the May 1 immediately preceding such prior Regular Season to the April 30 immediately preceding such subsequent Regular Season, and which shall be rounded off to the nearest whole dollar).

(3) If, in any Regular Season during the term of this Agreement following the 2008 Season ("New Regular Season"), the number of Regular Season games played by each Team is increased over the number of Regular Season games played by each Team during the prior Regular Season, then the Target for such New Regular Season, and the Targets for any remaining Regular Seasons covered by this Agreement, shall immediately be increased as follows: multiply the Target(s) by a fraction, the numerator of which is the number of Regular Season games played during the New Regular Season and the denominator of which is the number of Regular Season games played during the prior Regular Season.

(iv) "Related Party" means a third party that controls, or owns at least 50% of, the WNBA Team or that is controlled or owned at least 50% by the persons or entities controlling or owning at least 50% of the WNBA Team.

(c) Any payment of an Overage by the WNBA to the Players Association under this Section 1 shall be made within thirty (30) days following the later of (i) the

completion of the Audit Report for the applicable Regular Season, or (ii) the final resolution of any dispute concerning such Audit Report.

Section 2. Accounting Procedures.

(a) (1) Following the conclusion of each Regular Season covered by this Agreement, each Team shall submit a report to the WNBA setting forth its Team Ticket Revenue for such Regular Season (the "Team Ticket Revenue Reports"), and the WNBA shall submit a report to the Players Association setting forth its calculation of Average Team Ticket Revenue and attaching the Team Ticket Revenue Reports (the "WNBA Average Team Ticket Revenue Report").

(2) Each Team shall be required to submit its Team Ticket Revenue Report to the WNBA within thirty (30) days following the last game of each Season hereunder, and the WNBA shall be required to submit to the Players Association its WNBA Average Team Ticket Revenue Report within seven (7) days thereafter.

(b) (1) The Players Association shall have the right, with respect to any Regular Season during the term of this Agreement, to request an independent audit of the Team Ticket Revenue Reports for such Regular Season in accordance with Section 2(c) below.

(2) The Players Association may exercise the right set forth in Section 2(b)(1) above by providing written notice (stating its intention to request such independent audit) that is received by the President of the WNBA within twelve (12) days of receipt by the Player Association of the WNBA Average Team Ticket Revenue Report. If such written notice is not received by the WNBA within such twelve (12)-day period, then Average Team Ticket Revenue for the applicable Regular Season shall be

the amount set forth in the WNBA Average Team Ticket Revenue Report or such other amount as the parties may have agreed in writing prior to the conclusion of such twelve (12)-day period.

(c) If the Players Association elects to request an independent audit in accordance with Section 2(b) above:

(1) The WNBA and the Players Association shall jointly retain an independent auditor (the "Accountants") to provide the parties with an Audit Report setting forth Team Ticket Revenue and Average Team Ticket Revenue for the immediately preceding Regular Season. The Audit Reports provided for by this Section 2(c) are to be prepared in accordance with the provisions and definitions contained in this Agreement. Once the Accountants are engaged, their engagement shall be deemed to be renewed annually (with respect to any subsequent audits triggered by the Players Association under Section 2(b)) unless they are discharged by either party during the period from the submission of an Audit Report up to July 1 of the following year. The parties agree to share equally the costs incurred by the Accountants in preparing the Audit Reports.

(2) The Accountants shall submit to the WNBA and the Players Association (i) a "Draft Audit Report," along with relevant supporting schedules within sixty (60) days of receipt by the WNBA of the written notice requesting the independent audit (or such other period as agreed to by the parties), and (ii) the Audit Report within fourteen (14) days of the submission of the Draft Audit Report.

(3) The WNBA, the Players Association and the Teams shall use their best efforts to facilitate the Accountants' timely completion of the Draft Audit Report and

the Audit Report. An Audit Report shall not be deemed final until the parties have confirmed in writing their agreement with such Report or all disputes with respect to such Report have been finally resolved by means of the dispute-resolution procedures provided for by this Article XII.

(4) For purposes of validating Team Ticket Revenue and Average Team Ticket Revenue, the Accountants shall perform such review procedures as shall be agreed upon by the parties and, in the absence of such agreement, shall perform such procedures as are consistent with generally accepted auditing standards.

(5) The Accountants shall notify designated representatives of the WNBA and the Players Association: (i) if the Accountants have any questions concerning the amounts of Team Ticket Revenue reported by the Teams; or (ii) if the Accountants propose that any adjustments be made to any item contained in the Team Ticket Revenue Reports.

(6) All disputes with respect to any Audit Report shall be resolved exclusively in accordance with the procedures set forth in Article XXIII.

ARTICLE XIII

PLAYER ELIGIBILITY AND WNBA DRAFT

Section 1. Player Eligibility.

(a) Only players who are women are eligible to play in the WNBA.

(b) A player is eligible to be selected in the WNBA Draft if she: (i) will be at least twenty-two (22) years old during the calendar year in which such Draft is held and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft; (ii) has graduated from a four-year college or university prior to such Draft, or "is to graduate" from such college or university within the three (3)-month period following such Draft and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft or (iii) attended a four-year college or university, her original class in such college or university has already been graduated or "is to graduate" within the three (3)-month period following such Draft, and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft. For purposes of subsection (b)(ii) above, "is to graduate" shall mean that such player would graduate from the college or university she is currently enrolled in if she were to successfully complete the coursework she is enrolled in at the time of such Draft and such course load is commensurate with the previous course loads she has successfully completed. For purposes of subsection (b)(iii) above, "is to graduate" shall mean that the majority of the students in such class would graduate from such college or university upon successful completion of the coursework the members of such class are enrolled in at the time of such Draft.

(c) A player who: (i) is competing in a NCAA season (including any NCAA Tournament) during the period that begins ten (10) days prior to a Draft; (ii) has remaining intercollegiate eligibility beyond the season in which she is currently competing; and (iii) is otherwise eligible for selection in such Draft, may make herself eligible for such Draft by renouncing her remaining intercollegiate eligibility within the period beginning at the conclusion of her final NCAA game in the season in which she is currently competing and ending twenty-four hours thereafter (but in no event later than three (3) hours prior to the Draft).

(d) Notwithstanding Section 1(b) above, an international player is eligible to be selected in the WNBA Draft if she will be at least 20 years old during the calendar year in which such Draft is held.

(e) For purposes of this Section 1, an "international player" means any person born and residing outside the United States who participates in the game of basketball as an amateur or a professional. An international player who exercises intercollegiate basketball eligibility in the United States shall be subject to the eligibility rules set forth in Section 1(b)(iii) above.

(f) No player may sign a Contract or play in the WNBA unless she has been eligible for selection in at least one (1) WNBA Draft.

(g) No player shall be eligible for selection in more than two (2) WNBA Drafts.

Section 2. Indemnity.

The WNBA agrees to indemnify and hold harmless the Players Association and each of its respective past, present and future affiliates, agents, employees, successors, designees, assigns, officers, directors, trustees, attorneys, members, heirs, executors, administrators, and

representatives, from any and all claims arising from or relating to the player eligibility requirements set forth in Sections 1(b) or 1(c) above, including, without limitation, any judgments, costs and settlements, provided that the WNBA is immediately notified of any such claim in writing (and, in no event later than five (5) days from the Players Association's receipt thereof), is given the opportunity to assume the defense thereof, and the Players Association uses its best efforts to defend such claim, and does not admit liability with respect to and does not settle such claim without prior written consent of the WNBA.

Section 3. Term and Timing of WNBA Draft Provisions.

A WNBA Draft will be held prior to the commencement of each WNBA Season covered by the term of this Agreement. Each such Draft will be held prior to the May 15 preceding the commencement of the WNBA Season on a date to be designated by the President.

Section 4. Number of Choices.

The WNBA Draft shall consist of three (3) rounds, with each round consisting of the same number of selections as there will be Teams in the WNBA the following Season; provided, however, that the WNBA, within its discretion, may add one additional selection to each round of any Draft immediately prior to an Expansion Team's first Season of operation (or more than one selection if multiple Expansion Teams are beginning operations in the same Season, it being understood that the number of additional selections in each round of any Draft will not exceed the number of Expansion Teams to begin operations in the immediately succeeding Season) to be exercised (or assigned) by such Expansion Team(s).

Section 5. Negotiating Rights to Draft Rookies.

(a) A Team that drafts a player, during the period from the date of such WNBA Draft (hereinafter the "Initial Draft") to the date of the next Draft (hereinafter the

"Subsequent Draft"), shall be the only Team with which such player may negotiate or sign a Player Contract, provided that, within seven (7) days following the Initial Draft, such Team has made a Required Tender to such player. If a Team has made a Required Tender to such player and the player has not signed a Player Contract within the period between the Initial Draft and the Subsequent Draft, the Team that drafts the player shall lose its exclusive right to negotiate with the player and the player will then be eligible for selection in the Subsequent Draft.

(b) A Team that, in the Subsequent Draft, drafts a player who (i) was drafted in the Initial Draft, (ii) received a Required Tender from the Team that drafted her in the Initial Draft, and (iii) did not sign a Player Contract with such first Team prior to the Subsequent Draft, shall be, during the period from the date of the Subsequent Draft to the date of the next WNBA Draft, the only Team with which such player may negotiate or sign a Player Contract, provided such Team has made a Required Tender. If such player has not signed a Player Contract within the period between the Subsequent Draft and the next WNBA Draft with the Team that drafted her in the Subsequent Draft, that Team shall lose its exclusive right, which it obtained in the Subsequent Draft, to negotiate with the player, and the player will become a Rookie Free Agent as of the date of the next WNBA Draft.

(c) If a player is drafted in an Initial Draft and (i) receives a Required Tender, (ii) does not sign a Player Contract with a Team prior to the Subsequent Draft, and (iii) is not drafted by any Team in such Subsequent Draft, the player will become a Rookie Free Agent immediately upon the conclusion of the Subsequent Draft.

(d) If a player is drafted by a Team in either an Initial or Subsequent Draft and that Team does not make a Required Tender to such player, the player will become a Rookie Free Agent on the eighth (8th) day following such Draft.

(e) A Team may at any time withdraw a Required Tender that it has made to a player, provided that the player agrees in writing to the withdrawal. In the event that a Required Tender is withdrawn, the player shall thereupon become a Rookie Free Agent.

(f) A Team that holds the exclusive rights to negotiate with and sign a drafted player may at any time renounce such exclusive rights, except that, if the Team has made a Required Tender to the player, a renunciation shall not be permitted during the time the player has been given to accept the Required Tender. In order to renounce its exclusive rights with respect to a drafted player, a Team shall provide the WNBA with an express, written statement renouncing such exclusive rights. The WNBA shall provide a copy of such statement to the Players Association within three (3) business days following its receipt thereof.

Section 6. Effect of Contracts with Other Professional Teams.

If a player is drafted by a Team in either an Initial or Subsequent Draft and, during a period in which she may negotiate and sign a Player Contract with only the Team that drafted her, either (i) is a party to a previously existing player contract with a professional basketball team not in the WNBA, or (ii) signs such a player contract, then the following rules will apply:

(a) Subject to subsection (b) below, the Team that drafts the player shall retain the exclusive WNBA rights to negotiate with and sign her for the period ending one year from the date the player notifies such Team that she is immediately available to sign a Player Contract with such Team that covers the then-current or (if the notice is provided between Seasons) the immediately-succeeding Season, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign and play with such Team during such Season.

(b) If, by February 1 of any year, the player notifies the Team that has drafted her that by April 1 of such year she will be under no contractual or other legal impediment to sign and play with such Team, and provided that on such April 1 the player is in fact under no such contractual or other legal impediment, then, in order to retain the exclusive WNBA rights to negotiate with and sign the player as provided in subsection (a), such Team must make a Required Tender to the player by April 5 of such year.

(c) If the player gives the required notice by February 1 of any year, and the Team that drafted her fails to make a Required Tender by April 5 of such year, the player shall thereupon become a Rookie Free Agent.

(d) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the player signs another, or remains subject to a, player contract with a professional basketball team not in the WNBA and (i) the player has not made a bona fide effort to negotiate a Player Contract with the Team possessing her exclusive WNBA rights or (ii) such bona fide effort is made and such Team makes a Required Tender to such player in accordance with subsection (b) above, then such Team shall retain the exclusive WNBA rights to negotiate with and sign the player for additional one-year periods as measured in and in accordance with subsection (a).

(e) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the player signs another player contract with a professional basketball team not in the WNBA and (i) the player has made a bona fide effort to negotiate a Player Contract with the Team possessing her exclusive WNBA rights, and (ii) such Team fails to make a Required Tender to such player in accordance with subsection (b) above, then the player shall thereupon become a Rookie Free Agent.

(f) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the Team makes or has made a Required Tender to the player and the player does not sign a player contract with any professional basketball team, then (i) in the case of a player who was previously drafted in an Initial Draft, the next WNBA Draft following such one-year period shall be deemed the Subsequent Draft as to such player, and the rules applicable to a player who is subject to a Subsequent Draft will apply, or (ii) in the case of a player who was previously drafted in a Subsequent Draft, such player shall become a Rookie Free Agent at the end of such one-year period.

(g) Notice under this Section 6 shall be provided in writing by personal delivery or prepaid certified, registered, or overnight mail sent to the Team's principal address or principal office (as then listed in the WNBA's records), to the attention of the Team's general manager. For purposes of this Section 6, a "professional basketball team" shall mean any team in any country that pays money or compensation of any kind (in excess of a stipend for living expenses) to a basketball player for rendering services for such team.

Section 7. Application to Players Who Renounce Intercollegiate Eligibility.

If a person becomes eligible for the WNBA Draft by renouncing her intercollegiate eligibility pursuant to Section 1(b) above, and such person is selected in the WNBA Draft, the following rules apply:

(a) If the player does not thereafter play intercollegiate basketball, then the applicable rules shall be those set forth in Sections 5 and 6 above.

(b) If the player does thereafter play intercollegiate basketball, then the Team that drafted her shall retain the exclusive WNBA rights to negotiate with and sign the player for the period ending one year from the date of the Draft following the date on which such player

exhausts or loses her intercollegiate eligibility, provided that such Team makes a Required Tender to the player within seven (7) days of such Draft. For purposes hereof, the Draft following the date on which the player exhausts or loses her intercollegiate eligibility will be deemed the Initial Draft as to that player and, at that point, the applicable rules with respect to such player shall be those set forth in Sections 5 and 6 above.

Section 8. Assignment of Draft Rights.

In the event that the exclusive right to negotiate with a player obtained in any WNBA Draft is assigned by a Team to another Team, in accordance with WNBA procedures, the Team to which such right has been assigned shall have the same, but no greater, right to negotiate with and sign such player as possessed by the Team assigning such right, and such player shall have the same, but no greater, obligation to the Team to which such right has been assigned as she had to the Team assigning such right.

Section 9. General.

(a) Nothing contained herein shall prevent the WNBA, in accordance with the applicable provisions of WNBA League Rules, from prohibiting or otherwise responding to violations by Teams of the exclusive WNBA rights obtained in any WNBA Draft, as set forth or referred to in this Article. Other than as specifically agreed to herein, nothing contained in this Agreement shall be deemed to be an agreement by the Players Association to any provision of the WNBA League Rules.

(b) Any claim by a player that a Contract offered as a Required Tender pursuant to this Article XIII fails to meet one or more of the criteria for a Required Tender shall be made by written notice to the Team (with copies sent to the WNBA and the Players Association), no later than ten (10) days after the receipt of such Contract by the Players

Association. Such notice must set forth the specific changes that the player asserts must be made to the offered Contract in order for it to constitute a Required Tender. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Required Tender, the Team may within five (5) business days offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player shall be precluded from asserting that such Contract does not constitute a timely and valid Required Tender.

(c) A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that reasonably would be expected to render her physically unable to perform the playing services required under a Player Contract the following season may not validly accept a Required Tender made under this Article XIII, unless the Team consents after disclosure of such physical disability or other condition. If, after receiving written notice of such disability or other condition (and, at the election of the Team, a physical examination of the player to confirm such disability or other condition), the Team desires to withdraw the Required Tender, such player will remain subject to the Team's exclusive negotiating rights.

A person who has renounced her intercollegiate eligibility and expressed her desire to become eligible to be selected in the next WNBA Draft pursuant to Section 1(b) above shall be entitled to withdraw from such Draft by providing written notice that is received by the WNBA five (5) days prior to such Draft.

ARTICLE XIV

PLAYER CONDUCT AND DISCIPLINE

Section 1. Player Obligations.

Players shall at all times conform their conduct to standards of good citizenship, good moral character, and good sportsmanship and shall not do anything detrimental or prejudicial to the best interests of the WNBA, their Teams, or the sport of basketball. Without limiting the foregoing, players shall also be required at all times to comply with all terms and provisions of this Agreement; to perform all services required under their Standard Player Contracts or any WNBA or Team Marketing and Promotional Agreements; to comply at all times with all applicable federal, state, and local laws; to be neatly attired and present a professional appearance when in public (including all player appearances, travel days, and travel to and from the arena); and to follow all reasonable rules and regulations of the WNBA and their Teams promulgated in accordance with this Agreement.

Section 2. Player Discipline.

(a) In addition to any other rights it has under this Agreement and the Standard Player Contract, the WNBA and/or a Team may impose reasonable discipline on a player for any act or omission that fails to conform to the requirements set forth in Section 1 above. Such discipline may include reasonable fines and/or suspensions.

(b) The WNBA and the Team shall not discipline a player for the same act or conduct. The WNBA's disciplinary action will preclude or supersede disciplinary action by any Team for the same act or conduct, except the same act or conduct by a player may result in both a termination of the player's Standard Player Contract by her Team and the suspension of the player by the WNBA if the egregious nature of the act or conduct is so lacking in justification as to warrant such double penalty.

Section 3. Fine and Suspension Payments.

All fines shall be deducted from a player's paycheck for the pay period immediately following the imposition of such fines or as promptly thereafter as is reasonably possible. When a player is suspended, her full Base Salary for the Season in which such suspension occurs shall be reduced by an amount equal to her full Base Salary multiplied by a fraction, the numerator of which shall be the number of pre-season, Regular Season, and/or playoff games missed as a consequence of the suspension, and the denominator of which shall be the number of pre-season and Regular Season games in such Season; provided, however, that the foregoing calculation shall not result in the reduction of a player's Base Salary in an amount greater than such Base Salary. If, at the time the player is fined or suspended, the amount remaining to be earned under her Standard Player Contract is not sufficient to cover such fine or suspension amount, the player shall promptly pay such amount directly to the WNBA.

Section 4. Charitable Contributions.

(a) In the event that (i) a fine or suspension is imposed on a player, (ii) such fine or suspension related Compensation amount is collected by the League, and (iii) the fine or suspension is not grieved pursuant to Article XXII, then the WNBA shall remit fifty percent (50%) of the amount collected to a charitable organization selected by the Players Association that qualifies for treatment under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended (a "Section 501(c)(3) Organization"), and that is approved by the WNBA (which approval shall not be unreasonably withheld) (both hereinafter, the "WNBPA Selected Charitable Organization"). The WNBA shall remit the remaining fifty percent (50%) of the amount collected to a Section 501(c)(3) organization selected by the

WNBA and approved by the Players Association, which approval shall not be unreasonably withheld.

(b) The remittances made by the WNBA pursuant to this Section 4 shall be made annually, thirty (30) days following the end of the WNBA Season during which the fine or suspension related Compensation amount is collected by the WNBA. For purposes of this Article and all other provisions of this Agreement, any money remitted or paid to a charity or foundation controlled by or affiliated with the WNBPA shall be used for charitable purposes only, and not, for example, for any salaries of the organization's employees or administrative expenses.

(c) If a timely Grievance is filed under Article XXII challenging a fine or suspension of the kind designated in Section 4(a) above, and, following the disposition of the Grievance, the Arbitrator determines that all or part of the fine or suspension-related amount (plus any accrued interest thereon) is payable by the player to the WNBA, then the WNBA shall remit the amount collected by it (plus any interest) in accordance with the provisions of Sections 4(a) and (b) above.

Section 5. Gambling.

(a) The President, in her sole discretion, shall direct the dismissal and disqualification from any further association with the WNBA of any player found by the President after a hearing to have been guilty of offering, agreeing, conspiring, aiding, or attempting to cause any WNBA Competition to result otherwise than on its merits.

(b) Each WNBA player shall be required to disclose to a WNBA or Team official any attempt by any person to give or receive money or anything of value to fix, throw or otherwise affect the outcome, score or any other aspect of any WNBA Competition other than on

its merits. Any player found by the President after a hearing to have violated this provision shall, in the sole discretion of the President, be subject to a reasonable fine or a suspension not to exceed ten (10) games.

(c) Any player found by the President after a hearing to have been guilty of wagering (directly or indirectly), or of offering or attempting to wager, money or anything of value on the outcome, score, or any other aspect of any WNBA Competition shall, in the sole discretion of the President, be subject to a fine, suspension, and/or dismissal and disqualification from any further association with the WNBA.

Section 6. Holdouts.

In addition to any fine or suspension that a Team may impose on a player for failing to report at the start of the Season at the time and place designated by the Team, a Team may suspend such player for the remainder of such Season if: (a) she notifies the Team in writing that she will not be playing in the WNBA during such Season (it being understood that a player providing any such notification to a team shall not be construed to have consented to any fine imposed on the player for her failure to report); (b) within fourteen (14) days after the start of the Season, she fails either to report to the Team or to provide written notice to the Team stating that she intends to report within twenty-one (21) days after the start of such Season; or (c) she fails to report to the Team within twenty-one (21) days after the start of such Season. In any challenge to such suspension brought by the player or the Players Association, the only issue to be resolved shall be whether, in fact, the player failed to report or provide the requisite written notice, and neither the player nor the Players Association may otherwise contend that there was not just cause for the discipline imposed.

ARTICLE XV

CIRCUMVENTION

Section 1. General Prohibitions.

(a) It is the intention of the parties that the provisions agreed to herein, including, without limitation, those relating to the Salary Cap, the Exceptions to the Salary Cap, the Rookie Scale, and free agency, be interpreted so as to preserve the essential benefits achieved by both parties to this Agreement. Neither the Players Association or the WNBA, nor any Team (or Team Affiliate) or player (or person or entity acting with authority on behalf of such player), shall enter into any agreement (including, without limitation, any Player Contract, Team Marketing and Promotional Agreement, or any amendment or extension thereof), or undertake any action or transaction (including, without limitation, the assignment or termination of a Player Contract), which is, or which includes any term that is, designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by all of the provisions of this Agreement.

(b) It shall constitute a violation of Section 1(a) above for a Team (or Team Affiliate) to enter into an agreement or understanding with any sponsor or business partner or third party under which such sponsor, business partner or third party pays or agrees to pay compensation for basketball services (even if such compensation is ostensibly designated as being for non-basketball services) to a player under Contract to the Team. Such an agreement with a sponsor or business partner or third party may be inferred where: (i) such compensation from the sponsor or business partner or third party is substantially in excess of the fair market value of any services to be rendered by the player for such sponsor or business partner or third party; and (ii) the Compensation in the Player Contract between the player and the Team is substantially below the fair market value of such Contract.

(c) It shall constitute a violation of Section 1(a) above for a Team (or Team Affiliate) to have a financial arrangement with or offer a financial inducement to any player (not including retired players) not signed to a current Player Contract, except as permitted by this Agreement.

Section 2. No Unauthorized Agreements.

(a) At no time shall there be any agreements or transactions of any kind (whether disclosed or undisclosed to the WNBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the WNBA), between a player (or any person or entity controlled by, related to, or acting with authority on behalf of such player) and any Team (or Team Affiliate):

(i) concerning any future extension or amendment of an existing Standard Player Contract or Team Marketing and Promotional Agreement, or entry into a new Standard Player Contract or Team Marketing and Promotional Agreement; or

(ii) except as permitted by this Agreement or as set forth in a Standard Player Contract (provided that the Team has not intentionally delayed submitting such Standard Player Contract for approval by the WNBA) or Team Marketing and Promotional Agreement, involving compensation or consideration of any kind to be paid, furnished or made available to the player, or any person or entity controlled by, related to, or acting with authority on behalf of the player; or

(iii) involving an investment or business opportunity to be furnished or made available to the player, or any person or entity controlled by, related to, or acting with authority on behalf of the player.

(b) In addition to the foregoing, it shall be a violation of this Section 2 for any Team (or Team Affiliate) or any player (or any person or entity controlled by, related to, or acting with authority on behalf of such player) to attempt to enter into or to solicit any agreement, transaction, promise, undertaking, representation, commitment, inducement, assurance of intent or understanding that would be prohibited by Section 2(a) above.

(c) A violation of Section 2(a) above may be proven by direct or circumstantial evidence, including, but not limited to, evidence that a Standard Player Contract or Team Marketing and Promotional Agreement, or any term or provision thereof, cannot rationally be explained in the absence of conduct violative of Section 2(a). The foregoing sentence shall not limit the nature or character of the evidence that may be proffered or that, consistent with any applicable rules of evidence, may be admitted in any proceeding conducted in accordance with the procedures set forth in this Agreement.

(d) In any proceeding brought before the Arbitrator pursuant to this Section 2, no adverse inference shall be drawn against the party initiating such proceeding because that party, when it first suspected or believed that a violation of Section 2 may have occurred, deferred the initiation of such proceeding until it had further reason to believe that such a violation had occurred.

(e) A player will not be found to have committed a violation of Section 2(a)(ii) above if the violation is the Team's intentional delay in submitting a Standard Player Contract to the WNBA and this was done without the player's knowledge.

Section 3. Penalties.

(a) If the Arbitrator finds a violation of Section 1 above, the President shall be authorized to:

(i) impose a fine of up to $300,000 (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization) on any Team found to have committed such violation for the first time;

(ii) impose a fine of up to $500,000 (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization) on any Team found to have committed such violation for at least the second time;

(iii) direct the forfeiture of one first round draft pick;

(iv) void any Standard Player Contract or Team Marketing and Promotional Agreement (or any extension or amendment thereof) between any player and any Team when both the player (or any person or entity acting with authority on behalf of such player) and the Team (or Team Affiliate) are found to have committed such violation; and/or

(v) void any other transaction or agreement found to have violated Section 1 above.

(b) If the Arbitrator finds a violation of Section 2 above, the President shall be authorized to:

(i) impose a fine of up to $1,000,000 on any Team found to have committed such violation (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization);

(ii) direct the forfeiture of draft picks;

(iii) when both the player (or any person or entity acting with authority on behalf of such player) and the Team (or Team Affiliate) are found to have committed such violation, (A) void any Player Contract and/or Team Marketing Promotional Agreement (or any extension, or amendment thereof) between such player and such Team, (B) impose a fine of up to $2,000 on any player (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the WNBA – Selected Charitable Organization, and/or (C) prohibit any future Player Contract and/or Team Marketing Promotional Agreement (or any extension or amendment thereof) between such player and such Team;

(iv) suspend for up to one (1) year any person (other than a player) employed by, or otherwise rendering services for, the Team found to have willfully engaged in such violation; and/or

(v) void any other transaction or agreement found to have violated Section 2 above.

(c) In any proceeding before the Arbitrator in which it is alleged that a player agent or other person or entity acting with authority on behalf of a player has violated Section 2 above, the Arbitrator shall make a specific determination with respect to such allegation and shall refer such finding to the Players Association. The Players Association shall accept as binding and conclusive the finding(s) of the Arbitrator that a violation of Section 2(a) or 2(b) has occurred and shall consider such finding(s) as establishing a violation of the Players Association's regulations applicable to such person or entity. The Players Association represents that it will impose such discipline as is appropriate under the circumstances on the person or entity found to have violated Section 2 above, and that it will promptly notify the

WNBA of the discipline imposed; provided, however, that in no event shall the penalty imposed upon a player agent found to have violated Section 2 above be less than a one (1)-year suspension of that player agent's certification by the Players Association.

Section 4. Production of Tax Materials.

In any proceeding to enforce Section 1 or 2 above, the Arbitrator shall have the authority, upon good cause shown, to direct any Team, Team Affiliate, or player to produce any tax returns or other relevant tax materials disclosing income figures for the player (non-income figures may be redacted), or disclosing expense figures by the Team or Team Affiliate (non-expense figures may be redacted), which materials shall not be released to the general public or the media and shall be treated as strictly confidential by all parties.

Section 5. Transactions with Retired Players.

(a) If (i) a Team or Team Affiliate enters into a transaction after the date of this Agreement with a retired player who played for the Team within the five-year (5) period preceding such transaction and the terms of such transaction provide for the retired player to be compensated in excess of $10,000 or to be provided with an investment or business opportunity, and if (ii) the compensation the retired player received from the Team when she was a player was substantially below the then fair market value of such player's basketball services, then the WNBA may challenge the transaction, pursuant to the procedures set forth in Section 5(b) below, on the ground that: (A) the compensation to the retired player substantially exceeds the then fair market value of the services or other consideration provided by the retired player in the transaction; or that (B) the amount of the retired player's investment or the benefit conferred upon the retired player as a result of the investment or business opportunity is not commercially reasonable, given the relative risks and rewards of such investment.

(b) Any challenge under this Section 5 shall be filed in writing with a business valuation expert jointly selected by the WNBA and the Players Association. In the event that the parties cannot agree on the identity of a business valuation expert, a business valuation expert shall be selected in the same manner set forth in Article XXII, Section 4 for the selection of an arbitrator in the absence of an agreement between the parties. The business valuation expert shall conduct a hearing in which the player or retired player, the Team and/or Team Affiliate, the Players Association, and the WNBA are afforded the opportunity to appear and participate. The WNBA shall have the burden of proof in the proceeding. The business valuation expert may permit discovery of relevant documents necessary to undertake the valuation, and shall render a decision within fifteen (15) days following the conclusion of the hearing. Within ten (10) days of any decision by the business valuation expert, any of the parties may file an appeal with the Arbitrator, who shall conduct a hearing and render a decision within twenty (20) days of the filing of the appeal. In any such proceeding, the Arbitrator shall apply an "arbitrary and capricious" standard of review.

(c) If the WNBA prevails in its challenge under this Section 5, the difference between (A) the compensation received by the retired player, or the value of the investment or business opportunity received by the retired player (net of any contribution by the retired player), and (B) a reasonable estimate of the fair market value of the services or other consideration provided by the retired player, or a reasonable estimate of the fair market value of the investment or business opportunity, in each case as determined by the business valuation expert or the Arbitrator, as the case may be, shall be included in the Team's Team Salary, subject to the Team's Room and other Salary Cap rules, and further subject to any allocation over time that the business valuation expert or Arbitrator determines is appropriate. In the event that any amount

required to be included in the Team Salary pursuant to this subsection exceeds the Team's Room, the challenged transaction or arrangement shall be rescinded and of no further force and effect.

(d) If the WNBA prevails in its challenge under this Section 5, and the retired player and the Team and/or Team Affiliate renegotiate or terminate the transaction, any revised terms of the transaction shall be promptly disclosed to the WNBA and the Players Association, and may, at the request of the WNBA, be re-subjected to the procedures of this Section 5.

Any information disclosed to the League Office and the Players Association pursuant to the procedures of this Section 5 shall be treated strictly confidential, and shall not be released to the general public or the media.

ARTICLE XVI

ANTI-COLLUSION PROVISIONS

Section 1. No Collusion.

Subject to Section 2 below, no WNBA Team, its employees or agents, will enter into any contracts, combinations or conspiracies, express or implied, with the WNBA or any other WNBA Team, their employees or agents: (a) to negotiate or not to negotiate with any Veteran or Rookie; (b) to submit or not to submit an Offer Sheet to any Restricted Free Agent; (c) to offer or not to offer a Player Contract to any Free Agent; (d) to exercise or not to exercise a Right of First Refusal; or (e) concerning the terms or conditions of employment offered to any Veteran or Rookie.

Section 2. Non-Collusive Conduct.

The following is a non-exhaustive list of conduct that shall not be deemed a violation of Section 1 above:

(a) the formulation and negotiation of collective bargaining proposals;

(b) agreements between Teams necessary to the assignment of a Player Contract of a Veteran or the assignment of the exclusive negotiating rights to a Draft Rookie, where such assignment is contingent upon (i) the signing by the Veteran of an extension to an existing Player Contract, or (ii) the signing by the Draft Rookie of a new Player Contract; provided, however, that if such contingency is fulfilled by the Veteran entering into an extended Player Contract or the Draft Rookie entering into a new Player Contract, this subsection shall only apply if the assignment is actually consummated;

(c) an agreement between Teams concerning the signing of a new Player Contract by a Veteran Free Agent with her Prior Team, where such agreement is necessary for

the subsequent assignment of the new Player Contract between the agreeing Teams; provided, however, that this Section 2(c) shall apply only if the subsequent assignment is consummated.

(d) the conduct authorized by the terms and conditions of the WNBA Draft;

(e) any action taken by the WNBA League Office to exclude from the WNBA, suspend or discipline any player for any reason authorized or permitted by any provision of this Agreement (this subsection, however, shall not affect any other rights of any player or the Players Association to contest such action); and

(f) conduct authorized by any provision of this Agreement by the WNBA League Office, undertaken in good faith, that reflects a reasonable interpretation of this Agreement or a Player Contract.

Section 3. Individual Negotiations.

No WNBA Team shall fail or refuse to negotiate with, or enter into a Player Contract with, any player who is free to negotiate and sign a Player Contract with any WNBA Team, on any of the following grounds:

(a) that the player has previously been subject to the exclusive negotiating rights obtained by another WNBA Team in a WNBA Draft; or

(b) that the player has become a Restricted Free Agent or an Unrestricted Free Agent; or

(c) that the Player is or has been subject to a Right of First Refusal.

The fact that a Team has not negotiated with, made any offers to, or entered into any Player Contracts with players who are free to negotiate and sign Player Contracts with any Team, shall not, by itself, be deemed proof that such Team failed or refused to negotiate with,

make any offers to, or enter into any Player Contracts with any players on any of the prohibited grounds referred to in this Section 3.

Section 4. League Disclosures.

The WNBA League Office shall not knowingly communicate or disclose, directly or indirectly, to any WNBA Team that another WNBA Team has negotiated with or is negotiating with any Restricted Free Agent, unless and until an Offer Sheet (as defined in Article VI, Section 6(b)) shall have been given to the ROFR Team (as defined in Article VI, Section 5(a)), or any Free Agent prior to the execution of a Player Contract with that player.

Section 5. Enforcement of Anti-Collusion Provisions.

(a) Any player, or the Players Association acting on behalf of a player or players, may bring an action before the Arbitrator alleging a violation of Article XVI, Section 1 of this Agreement. Issues of relief and liability shall be determined in the same proceeding (including the amount of damages, pursuant to Section 9 below, if any). The complaining party will bear the burden of demonstrating by a clear preponderance of the evidence that the challenged conduct was in violation of Article XVI, Section 1 of this Agreement and caused economic injury to such player(s); provided, however, that the Players Association may, in the absence of economic injury to any player, bring an action before the Arbitrator claiming a violation of Section 1 above (which must be proved by a clear preponderance of the evidence) and seeking only declaratory relief or a direction to cease and desist from the challenged conduct.

(b) The provisions of this Agreement are not intended to create any substantive rights in any party, other than as provided for herein. This Agreement may be enforced, and any alleged violations may be remedied, only as provided for herein.

Section 6. Satisfaction of Burden of Proof.

The failure by a Team or Teams to submit Offer Sheets to Restricted Free Agents, or to make offers or sign Contracts for the playing services of a Free Agent shall not, by itself or in combination only with evidence about the playing skills of the player(s) not receiving such offers or contracts, satisfy the burden of proof set forth in Section 5 above. However, such evidence may support a finding of a violation of Section 1 above, but only in combination with other evidence that either by itself or in combination with the evidence referred to in the immediately preceding sentence indicates that the challenged conduct was in violation of Section 1 above and, except in cases where the Players Association seeks only declaratory relief or a direction to cease and desist from the challenged conduct, caused economic injury to such player(s).

Section 7. Summary Judgment.

The Arbitrator may, at any time following the conclusion of any permitted discovery, determine whether or not the complainant's evidence is sufficient to raise a genuine issue of material fact capable of satisfying the standards imposed by Sections 5 and 6 above. If the Arbitrator determines that complainant's evidence is not so sufficient, he or she shall dismiss the action.

Section 8. Remedies for Economic Injury.

In the event that an individual player or players, or the Players Association acting on her or their behalf, successfully proves a violation of Section 1 above that has caused economic injury, the player or players determined by the Arbitrator to have suffered economic injury as a result of the violation will have the right:

(a) to terminate her (or their) existing Player Contract(s) at her (or their) option (however, such termination shall not take effect until the conclusion of a then ongoing WNBA Season, if any). Such right of termination must be exercised by the player within thirty (30) days therefrom. If, at the time the Player Contract is terminated, such player would have been an Unrestricted Free Agent pursuant to the provisions of this Agreement, she shall immediately become an Unrestricted Free Agent. If, at the time the Player Contract is terminated, such player would have been a Restricted Free Agent pursuant to the provisions of this Agreement, such player shall immediately become a Restricted Free Agent upon such termination; however, any such player may choose to reinstate her Player Contract at any time up until April 15 of that year; and

(b) to recover damages as described in Section 9 below. However, if the player terminates her Player Contract under subsection (a) above and does not reinstate it pursuant thereto, she may not recover damages for the period after such termination takes effect. A player who does not terminate her contract, or who reinstates it pursuant to subsection (a) above, may recover damages for the entire period of her injury.

Section 9. Calculation of Damages.

Upon any finding of a violation of Section 1 above that has caused economic injury, compensatory damages (i.e., the amount by which any player has been injured as a result of such violation) and non-compensatory damages (i.e., the amount exceeding compensatory damages) shall be awarded as follows:

(a) Two (2) times the amount of compensatory damages, in the event that all of the Teams found to have violated Section 1 above have committed such a violation for the

first time. Any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages.

(b) Three (3) times the amount of compensatory damages, in the event that any of the Teams found to have violated Section 1 above have committed such a violation for the second time. In the event that damages are awarded pursuant to this subsection (b): (i) any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages; and (ii) any Team found to have committed such a violation for the second time shall be jointly and severally liable for three (3) times the amount of compensatory damages.

(c) Three (3) times the amount of compensatory damages, plus, for each Team found to have violated Section 1 above for at least the third time, five hundred thousand dollars ($500,000), in the event that any of the Teams found to have violated Section 1 above have committed such violation for at least the third time. In the event that damages are awarded pursuant to this subsection (c): (i) any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages; (ii) any Team found to have committed such a violation for at least the second time shall be jointly and severally liable for three (3) times the amount of compensatory damages; and (iii) any Team found to have committed such a violation for at least the third time shall, in addition, pay a fine of five hundred thousand dollars ($500,000).

Section 10. Payment of Damages.

In the event damages are awarded pursuant to Section 9 above, the amount of compensatory damages shall be paid to the injured player or players. The amount of non-compensatory damages, including any fines, shall be paid to the Players Association, which may

use it for any purpose other than to pay it to any player who has received compensatory damages, except that any such player may receive some portion of a non-compensatory damage award as part of a proportional distribution to Players Association members.

Section 11. Effect of Damages on Salary Cap.

In the event damages are awarded pursuant to Section 9 above, the amount of non-compensatory damages, including any fines, will not be included in any of the computations described in Article VII of this Agreement. The amount of compensatory damages awarded will be included in such computations.

Section 12. Contribution.

Any Team found liable under Section 1 above shall have the right to seek contribution from any other Team found liable for the same violation in a proceeding before the President who shall determine what contribution, if any, is fair and equitable. The President's determination with regard to contribution shall be final and binding upon and unappealable by any Team. A contribution determination by the President may be appealed by the Players Association to the Arbitrator, except that if such a determination involves fewer than four (4) Teams found to have committed a violation of Section 1 above and allocates damages equally among the Teams found liable, there shall be no appeal to the Arbitrator. In the event of a contribution determination by the President, the WNBA shall provide the Players Association with the data and information that the President used or relied upon in making her determination. Any contribution determination appealed by the Players Association to the Arbitrator shall be upheld unless it is clearly erroneous.

Section 13. No Reimbursement.

Any damages awarded pursuant to Section 9 above must be paid by the individual Teams found liable and those Teams may not be reimbursed or indemnified by any other Team or the WNBA, except to the extent of any award of contribution made pursuant to Section 12 above.

Section 14. Costs.

In any action brought for an alleged violation of Section 1 above, the Arbitrator shall order the payment of reasonable attorneys' fees by any party found to have brought such an action or to have asserted a defense to such an action without any reasonable basis for asserting such a claim or defense.

Section 15. Termination of Agreement.

(a) The Players Association shall have the right to terminate this Agreement under the following circumstances:

(i) Where there has been a finding or findings of one (1) or more instances of a violation of Section 1 above with respect to any one WNBA Season which, either individually or in total, involved four (4) or more Teams and caused injury to four (4) or more players; or

(ii) Where there has been a finding or findings of one (1) or more instances of a violation of Section 1 above with respect to any two (2) consecutive WNBA Seasons which, either individually or in total, involved five (5) or more Teams and caused economic injury to five (5) or more players. For purposes of this Section 15(a)(ii), a player found to have been injured by a violation of Section 1 above in each of

two (2) consecutive Seasons shall be counted as an additional player injured by such a violation for each such WNBA Season; or

(iii) Where, in a proceeding brought by the Players Association, it is shown by clear and convincing evidence that six (6) or more Teams have engaged in a violation or violations of Section 1 above, causing economic injury to one or more WNBA players. In order to terminate this Agreement pursuant to this subsection (a)(iii) and subsection (b) below:

(1) the proceeding must be brought by the Players Association; and

(2) the WNBA and the Arbitrator must be informed at the outset of any such proceeding that the Players Association is proceeding under this subsection (a)(iii) for the purpose of establishing its entitlement to terminate this Agreement.

(b) To execute a termination, pursuant to this Section 15, the Players Association must serve upon the WNBA written notice of termination within thirty (30) days after the Arbitrator's report finding the requisite conditions becomes final. In the absence of an Arbitrator, the Players Association shall have the option to execute such a termination by serving upon the WNBA written notice of such termination within thirty (30) days after any decision by a court finding the requisite conditions. In the latter situation, if the finding of the court is reversed on appeal, the Agreement shall be immediately reinstated and both parties reserve their rights with respect to any conduct by the other party during the period from the date of service of the termination notice to the date upon which the Agreement was reinstated. If the Players Association exercises the right accorded it by this Section 15, this Agreement shall terminate immediately following the service of the termination notice, unless the service of the termination

notice occurs during the period February 1 through October 29, in which case this Agreement shall terminate on the immediately following October 30.

Section 16. Discovery.

(a) In any of the actions described in this Article XVI, the Arbitrator shall grant reasonable and expedited discovery upon the application of any party where, and to the extent, he or she determines it is reasonable to do so. Such discovery may include the production of documents and the taking of depositions.

(b) Notwithstanding Section 16(a) above, the Players Association and the WNBA shall each have the right to obtain discovery upon request in any three (3) proceedings brought under this Article XVI during the term of this Agreement. The scope and extent of such discovery shall be determined by the Arbitrator.

Section 17. Time Limits.

Any action under Section 1 above must be brought within 90 days of the time when the player or the Players Association knows or reasonably should have known that she had a claim, or within 90 days of the start of the WNBA Season in which a violation of Section 1 above is claimed, whichever is later. In the absence of an Arbitrator, the complaining party shall file such claim for breach of this Agreement pursuant to Section 301 of the Labor Management Relations Act in the U.S. District Court for the Southern District of New York. Any party alleged to have violated Section 1 shall have the right, prior to any proceedings on the merits, to make an initial motion to dismiss any complaint that does not comply with the timeliness requirement of this Section 17.

ARTICLE XVII

TRAINING AND VETERAN CAMPS

Section 1. Training Camp.

Training camps will open on a date specified by the President that will not be more than thirty (30) days before the first day of any Regular Season. Players invited to attend training camp will receive a meal expense allowance as set forth in Article XI, Section 3, housing accommodations as set forth in Article XI, Section 1, and reimbursement for any transportation expenses actually incurred from their home cities (provided such expenses are documented to the Team and are ordinary and reasonable).

Section 2. Veteran Camp.

The WNBA may hold a Veteran skills and conditioning camp during any Off-Season covered under this Agreement. If such a camp is held, a Veteran may participate on a voluntary basis if she is invited by the WNBA to do so. The compensation to be provided to participating players shall be limited to the prior Season's meal expense allowance during each day of the camp as set forth in Article XI, Section 3, hotel accommodations (two players per room), and reimbursement for any transportation expenses actually incurred (provided such expenses are documented to the WNBA and are ordinary and reasonable).

ARTICLE XVIII

OFF-SEASON PLAY

A player is free to play competitive basketball for any other professional basketball league during the Off-Season, provided that: (i) the player's Off-Season Playing Obligation does not interfere with any of her playing obligations under her Standard Player Contract, or any of her other obligations under any WNBA or Team Marketing and Promotional Agreement or this Agreement; and (ii) the player provides prompt notice to the WNBA and/or her Team (as the case may be) in writing of her Off-Season Playing Obligation prior to the conclusion of the Regular Season that precedes the applicable Off-Season or as soon as possible thereafter. All Off-Season Playing Obligations (or summaries of such contracts or agreements containing all material terms) must be filed with the WNBA League Office prior to the time that the player renders any services pursuant to such contracts or agreements, provided, however, that the player may redact any financial term from such contracts or agreements.

ARTICLE XIX

OFF-SEASON TOURS AND TOURNAMENTS

(a) (i) The WNBA may, during the term of this Agreement, organize a Team or Teams to participate in Off-Season games, tours or tournaments. A player shall be required to participate in any such Off-Season games, tours or tournaments if she (x) is invited by the WNBA to participate, and (y) does not have an Off-Season Playing Obligation that was disclosed to the WNBA League Office in accordance with Article XVIII and that prevents her from participating; provided, however, if such player is prevented from participating in such games, tours or tournaments because of a family emergency or as a result of a bona fide academic or occupational commitment, that, if missed, would materially impact the player's post-WNBA career opportunities, such player will be excused from participation in such games, tours or tournaments.

(ii) Each player will receive the following as compensation for her participation in any Off-Season games, tours or tournaments: $3,500 for any games, tours or tournaments that last one week, prorated as necessary to reflect any greater or lesser duration (provided, however, if such games, tours or tournaments consist of only one game, such compensation shall be $1,250); the prior Season's meal expense allowance as set forth in Article XI, Section 3; hotel accommodations as follows: (A) players who, prior to the immediately preceding Season, had five (5) or more Years of Service shall be provided with individual hotel rooms; and (B) players who, prior to the immediately preceding Season, had four (4) or fewer Years of Service shall be required to share a hotel room with another player; and reimbursement for any round-trip transportation expenses that she actually incurred for travel between her Off-Season residence and the location of the Off-Season games, tours or tournaments (provided such expenses are documented to the WNBA and were ordinary and reasonable).

(b) A player may not, without the consent of the WNBA, play in an all-star game, tour, or tournament sponsored or operated by an entity other than the WNBA (other than a tournament involving the player's national team or a team for which a player is playing pursuant to an Off-Season Playing Obligation).

ARTICLE XX

PHYSICAL CONDITION, MEDICAL EXAMINATIONS AND INJURIES

Section 1. Medical Examination, Supply of Information, and Fitness of Player.

(a) Upon the signing of a Standard Player Contract and during each training camp, a player shall submit to a complete medical examination by a physician designated by the Team (the "Physician"). Upon the signing of a Standard Player Contract, and upon the request of the Team, a player shall provide a complete prior medical history. A player shall supply complete and truthful information in response to questions posed to her with respect to her physical and mental condition in connection with any medical examinations or requests for medical information authorized by this Agreement (it being agreed that only questions reasonable and medically appropriate may be posed).

(b) If the Physician determines that a player is not completely and unqualifiedly fit to perform all basketball-related services required of the player under this Agreement or her Standard Player Contract, the Team shall have the right, in its sole discretion, to suspend such player without pay until such time as, in the judgment of the Physician, the player is in sufficiently good physical condition to play skilled basketball. In the event of such suspension, the Base Salary payable to the player for any WNBA Season during which such suspension occurs shall be reduced by an amount equal to her full Base Salary multiplied by a fraction, the numerator of which shall be the number of pre-season, Regular Season, and/or playoff games missed as a consequence of the suspension, and the denominator of which shall be the number of pre-season and Regular Season games in such Season; provided, however, that the foregoing calculation shall not result in the reduction of a player's Base Salary in an amount greater than such Base Salary.

Section 2. Notice and Treatment.

(a) A player shall promptly notify the Team's coach, trainer or physician of any illness, injury or condition contracted or suffered by her which may impair or otherwise affect her ability to play skilled basketball, including, if known, the time, place, cause and nature of such illness, injury or condition.

(b) Should a player suffer an injury or illness during the term of her Standard Player Contract, she shall submit to a medical examination and treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. Such examination and treatment when made at the request of the Team shall be paid for by the Team, unless such examination and/or treatment is made necessary by some act or conduct of the player contrary to the terms of this Agreement or her Standard Player Contract.

(c) A player may be subject to reasonable discipline if, without reasonable justification, she misses any required medical appointment or fails to follow rehabilitation and/or treatment instructions from a physician designated by the Team.

Section 3. Disclosure of Medical or Health Information.

(a) A Team physician may disclose all relevant medical information concerning a player to (i) the General Manager, coaches, and trainers of the Team by which such player is employed, (ii) any entity from which any such Team seeks to procure, or has procured, an insurance policy covering such player's life or any disability, injury or illness such player may suffer or sustain, and (iii) subject to the terms of Section 3(e) below, the media or public on behalf of the Team.

(b) Should a Team contemplate the assignment of a player's Standard Player Contract to one or more WNBA teams, the Team's physician may furnish to the physicians and

General Manager, coaches, and trainers of such other team or teams (and any entity from which such other team or teams seeks to procure, or has procured, an insurance policy covering such player's life or any disability, injury or illness such player may suffer or sustain) all relevant medical information relating to the player.

(c) A player who consults a physician other than such player's Team physician shall give notice of such consultation to her Team's physician and shall authorize and direct such other physician to provide her Team with all information it may request concerning any condition that, in the judgment of Team's physician, may affect such player's ability to play skilled basketball. No Team shall discourage a player from seeking such a consultation.

(d) Subject to subsection (e) below, each Team may make public medical information relating to the players in its employ, provided that such information relates solely to the reasons why any such player has not been or is not rendering services as a player.

(e) A player or her immediate family (where appropriate) shall have the right to approve the substance, terms, and timing of any public release of medical information relating to any injuries or illnesses suffered by that player that are potentially life- or career-threatening, or that do not arise from the player's participation in WNBA games or practices.

(f) If and to the extent necessary to enable or facilitate the disclosure of medical or health information as provided for by this Section 3, a player shall execute such individual authorization(s) as may be requested by the WNBA or a Team or Teams or as may be required by health care providers who examine or treat the player.

Section 4. Insurance.

(a) If a player is injured during the performance of her duties under her Standard Player Contract and promptly reports that injury to the Team, the Team shall pay the

player's reasonable hospitalization and medical expenses necessarily incurred as a direct result of the injury, provided that the hospital and physicians are selected by the Team (or, if selected by the player, approved in writing by the Team). The Team's obligation under this paragraph shall be reduced by any applicable workers' compensation insurance (which, to the extent permitted by law, shall be deemed as having been assigned to the Team) and any insurance paid or payable to the player by reason of such injury.

(b) Each player shall cooperate with the Team and the WNBA regarding all insurance matters, including, but not limited to, required medical evaluations and worker's compensation claim requirements.

ARTICLE XXI

ANTI-DRUG PROGRAM

Section 1. Terms and Provisions of Program.

The terms and provisions of the Anti-Drug Program, as agreed upon by the WNBA and the Players Association, are set forth in Exhibit 2 of this Agreement.

Section 2. Interpretation.

It is intended that the Anti-Drug Program be in conformance with the Americans with Disabilities Act and all other applicable state and local laws and, if there is found to be a conflict, the Program shall be interpreted or applied to conform to such laws.

ARTICLE XXII

GRIEVANCE AND ARBITRATION

Section 1. Scope.

Except for disputes involving the interpretation of, application of, or compliance with Article VI, Article VII, Article XII, Article XIII, Article XV, and Article XVI, which shall be resolved exclusively in accordance with the procedures set forth in Article XXIII, any dispute (hereinafter a "Grievance") involving the interpretation of, application of, or compliance with the provisions of this Agreement, the provisions of a Standard Player Contract (except as provided in paragraph 12 of a Player Contract), including a dispute concerning the validity of a Player Contract, and/or a WNBA or Team Marketing and Promotional Agreement shall be resolved exclusively in accordance with the procedures contained in this Article.

Section 2. Grievances with Respect to Discipline Imposed for On-Court Conduct.

All Grievances involving the imposition of discipline upon a player with respect to on- court conduct shall be resolved exclusively as follows:

(a) Exclusive Jurisdiction.

The President or her designee shall have exclusive jurisdiction over all on-court conduct. If disciplined for on-court conduct, the player or the Players Association (acting on her behalf) shall have the right to appeal such discipline only to the President. The decision of the President or her designee shall be final and binding.

(b) Appeal Procedure.

A player who has been disciplined for on-court conduct (or the Players Association on her behalf) may initiate an appeal from the imposition of such discipline by delivering a Notice of Appeal by fax or certified or overnight mail to the WNBA League Office (attention: President) within twenty (20) days from the date upon which the player received

written notice of the discipline. The Notice of Appeal shall be deemed delivered on the day it is actually received. If the Notice of Appeal is delivered by fax, the original shall be promptly sent by mail. The Notice of Appeal shall attach a copy of the written notice received by the player concerning such discipline and briefly set out why the player believes that the discipline is unwarranted. The delivery of a Notice of Appeal shall not excuse a player from prompt compliance with such discipline, including the prompt payment of any fine or serving of a suspension, nor shall it delay, where applicable, the withholding of Base Salary. If a decision rendered by the President or her designee directs the return of any amounts paid by or withheld from the player, such amounts shall be returned to the player within ten (10) days following such decision.

(c) Hearing.

Following its receipt of the Notice of Appeal, the WNBA League Office shall set a hearing date and time and communicate such information to the player, the player's Team, and the Players Association. All hearings will be held at the WNBA's League Office in New York City or, at the player's option, by telephonic means. Each party shall pay its own travel costs associated with the hearing (including costs associated with any witnesses it intends to call). The Hearing Officer shall be the President or her designee. At the hearing, formal rules of evidence shall not apply and the Hearing Officer shall have the same discretion as a contract arbitrator as to which evidence to receive and all rules of procedure. At the conclusion of the hearing, the Hearing Officer may issue a decision immediately or take the matter under advisement. In either instance, a written notice of the decision setting forth its rationale shall be delivered to all parties within ten (10) business days of the hearing. The decision of the Hearing Officer shall be final and binding.

Section 3. Grievances Not Involving On-Court Conduct.

All Grievances involving matters other than on-court conduct shall be resolved exclusively as follows:

(a) Player Discipline Grievances.

Grievances with respect to player discipline not involving on-court conduct (that exceed the threshold amounts set forth in Section 7 below) shall be resolved pursuant to the arbitration procedures set forth in Section 4, below.

(b) Grievances Not Involving Player Discipline.

(i) Grievances not involving player discipline may be initiated by the Players Association, a player, a Team, or the WNBA, as the case may be, by delivering a written Grievance Notice to the opposing party within thirty (30) days of the date of the occurrence or non-occurrence upon which the Grievance is based, or within thirty (30) days of the date on which the facts of the matter became known or reasonably should have become known to the party initiating the Grievance, whichever is later. Such Grievance Notice shall include the date and a brief description of the issue in dispute. All Grievance Notices may be delivered by fax (with the original promptly sent by mail) or certified or overnight mail; if delivered to the WNBA League Office, must be addressed to the attention of the President; and shall be deemed delivered when they are actually sent.

(ii) Within fourteen (14) days following delivery of the Grievance Notice, the party initiating the Grievance must request in writing a meeting (in person or by telephone) ("Grievance Meeting") with the party or parties against whom the

Grievance was initiated in an attempt to settle it. Unless the parties agree otherwise, a meeting shall be scheduled within ten (10) days of the written request.

(iii) If the parties are unable to resolve the Grievance at the Grievance Meeting, the Players Association, the WNBA, the Team or player(s) may initiate an arbitration pursuant to the procedures set forth in Section 4 below.

Section 4. Arbitration Procedures.

(a) Initiation of an Arbitration.

(i) Player Discipline Grievances.

Player discipline arbitrations may be initiated by the player or the Player's Association by the delivery of an Arbitration Notice to the WNBA (addressed to the attention of the President) and any Team involved within twenty (20) days of the date upon which the player first received notice of the discipline, except that the Players Association may not institute an arbitration without the approval of the player(s) concerned. All Arbitration Notices may be delivered by fax (with the original promptly sent by mail) or certified mail or overnight mail; and shall be deemed delivered when they are actually sent.

(ii) Grievance Not Involving Player Discipline.

Arbitrations not involving player discipline may be initiated by delivering a Notice of Arbitration to the opposing party (or parties) and the WNBA (addressed to the attention of the President) within ten (10) days after the Grievance Meeting. All Arbitration Notices may be delivered by fax (with the original promptly sent by mail) or certified mail or overnight mail; and shall be deemed delivered when they are actually sent.

(b) Appointment and Replacement of Arbitrator.

The parties to this Agreement shall agree upon the appointment of an Arbitrator, who shall serve for the duration of this Agreement; provided, however, that as of November 1, 2009, and as of each successive November 1 hereunder, either of the parties to this Agreement may discharge the Arbitrator by serving thirty (30) days' prior written notice upon him or her and upon the other party to this Agreement; and provided, further, that as of the August 1 of the last Season covered by this Agreement, either of the parties may discharge the Arbitrator by serving thirty (30) days written notice upon him or her and upon the other party to this Agreement. An Arbitrator as to whom a notice of discharge has been served shall continue to have jurisdiction only with respect to (i) Grievances as to which a hearing has been commenced or scheduled for a date certain and (ii) Grievances filed within the thirty (30) day period preceding the service of a notice of discharge; provided, however, that a hearing with respect to Grievances referred to in this subsection (ii) must commence no later than thirty (30) days following the effective date of the Arbitrator's discharge. If the Arbitrator is discharged (or resigns), the parties shall agree upon a successor Arbitrator. In the absence of such agreement, the parties shall jointly request the International Institute for Conflict Prevention and Resolution (the "CPR Institute") (or such other organization(s) as the parties may agree upon) to submit to the parties a list of eleven (11) attorneys, none of whom shall have, nor whose firm shall have, represented within the past five (5) years any professional athletes; agents or other representatives of professional athletes; labor organizations representing athletes; sports leagues, governing bodies, or their affiliates; sports teams or their affiliates; or owners in any professional sport. If, within seven (7) days from the receipt of such list, the parties fail to agree upon the selection of an Arbitrator from among the names on such list, they shall return that list, with up to five (5) names deleted therefrom by each

party, to the CPR Institute (or such other organization as the parties may have agreed upon), and the CPR Institute (or such other organization) shall choose a new Arbitrator from the names remaining on such list.

(c) Hearing Date.

(i) Upon at least thirty (30) days' written notice to the other side, the WNBA and the Players Association may arrange to have a hearing scheduled on a date that is mutually convenient to the parties to the dispute, the WNBA, the Players Association, and the Arbitrator; provided, however, that if the WNBA and the Players Association cannot agree on a hearing date, the Arbitrator shall set a reasonable hearing date that follows the expiration of the 30-day notice period. Only the WNBA and the Players Association may schedule hearings before the Arbitrator.

(ii) If a Grievance is scheduled for hearing under Section 4(c)(i) above and the hearing date is thereafter postponed at the request of either the WNBA or the Players Association, the postponement fee (if any) of the Arbitrator will be borne by the party requesting the postponement unless that party objects and the Arbitrator finds that the request for such postponement was for good cause. Should good cause be found, the parties will share any postponement fee equally.

(iii) In any Grievance matter, neither the WNBA nor the Players Association may request or be granted more than one (1) postponement of a hearing previously scheduled. If a party which has been granted a postponement of a hearing fails to attend a subsequently scheduled hearing in the same Grievance matter, the Grievance shall be deemed to have been decided against that party.

(iv) If a hearing of a Grievance has not been scheduled to take place within one (1) year of the filing of the Grievance, or, in the circumstance where the initial date set for the hearing has been postponed, if a hearing in that Grievance is not scheduled to take place within two (2) years from initiation of the filing of the Grievance, then the Grievance shall be dismissed with prejudice.

(v) For purposes of computing time under this Section 4, the time shall be tolled during any period when there is no Arbitrator or when the grieving party has been unable to schedule a hearing (after making reasonable efforts to do so) because the Arbitrator is unavailable.

(d) Procedure.

Hearings before the Arbitrator shall be held in New York (alternating between the WNBA and Players Association offices). Hearings shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

(e) Costs.

Subject to Section 4(c)(ii) above, the fees and expenses of the Arbitrator shall be borne equally by all parties to the arbitration, but all other costs (travel, etc.), including costs associated with witnesses, shall be paid by the party incurring such costs.

Section 5. Arbitrator's Decision and Award.

(a) The Arbitrator shall issue a written decision (to be delivered to all parties) within thirty (30) days following the conclusion of the hearing (or thirty (30) days after the filing of the last post-hearing brief). The decision and award (if any) of the Arbitrator will constitute full, final and complete disposition of the Grievance and will be binding upon the player, the Players Association, the player's Team, and the WNBA.

(b) With respect to the provisions of this Article XXII, in addition to such other limitations as may be imposed on the Arbitrator by this Agreement, the Arbitrator shall have jurisdiction and authority only to: (i) interpret, apply, or determine compliance with the provisions of this Agreement; (ii) interpret, apply or determine compliance with the provisions of Standard Player Contracts and WNBA or Team Marketing and Promotional Agreements; (iii) determine the validity of Standard Player Contracts; (iv) award damages in connection with a proceeding provided for in Section 6 below; (v) resolve controversies or claims arising out of or relating to the License Agreement; (vi) award declaratory relief in connection with a proceeding initiated by the WNBA to determine whether it may properly terminate a Player Contract and what, if any, liability it would incur as a result of such termination; and (vii) resolve disputes arising under Article XXI. Notwithstanding the foregoing or any other provision of this Agreement or the Standard Player Contract, the Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement (including the provisions of this subsection), the License Agreement, any Standard Player Contract, or any WNBA or Team Marketing and Promotional Agreement.

Section 6. Disputes With Respect To Players Under Contract Who Withhold Playing Services.

In addition to any other rights the WNBA and/or a Team may have under contract or law, including those under paragraph 12 of a Standard Player Contract, the WNBA and/or a Team may recover damages in a proceeding before the Arbitrator when a player who is party to a Player Contract fails or refuses to render the services called for under such Player Contract. In any such proceeding, where the Arbitrator determines that damages are continuing to accrue at the time of the hearing, the Arbitrator shall award such damages (if any) as the WNBA and/or a

Team has by then sustained, and the hearing shall remain open to enable the submission of proof on the issue of continuing damages.

Section 7. Threshold Amounts.

No player discipline Grievance shall be subject to arbitration unless: (i) in the case of player discipline administered by a Team, the player has been fined, or suspended with a loss of Base Salary of, more than $300; or (ii) in the case of player discipline administered by the WNBA, the player has been fined, or suspended with a loss of Base Salary of, more than $550. Except as provided in Section 2 and 3, all other Team or WNBA-administered player discipline shall be final and binding at the time administered.

Section 8. Other.

(a) Each of the time limits set forth herein may be extended by mutual agreement of the WNBA and the Players Association.

(b) In any meeting or hearing provided for by this Article, a player may be accompanied by a representative of the Players Association who may participate in any such meeting or hearing and represent the player. In any meeting or hearing, the WNBA and any Team involved may attend and be accompanied by a representative who may participate in such meeting or hearing and represent the WNBA and any such Team.

(c) The parties recognize that a player may be subjected to disciplinary action for just cause by the WNBA or the player's Team. Therefore, in Grievances regarding discipline, the issue to be resolved shall be whether there has been just cause for the penalty imposed.

(d) Nothing contained herein shall excuse the player from prompt compliance with any discipline imposed upon her. If discipline imposed upon a player is determined to be

improper by a final disposition under this Article XXII, the player shall promptly be made whole.

Nothing contained in this Article XXII shall be deemed to limit or impair the right of the WNBA or any Team to impose discipline upon a player(s) or to take any other action not inconsistent with the provisions of a Player Contract or this Agreement.

ARTICLE XXIII

PROCEDURES FOR THE RESOLUTION OF DISPUTES UNDER ARTICLES VI, VII, XII, XIII, XV, AND XVI

Section 1. Authority of Arbitrator.

Disputes involving the interpretation of, application of, or compliance with Article VI, Article VII, Article XII, XIII, Article XV, and Article XVI shall be resolved by the Arbitrator appointed pursuant to the provisions of Article XXII, Section 4(b), exclusively in accordance with the procedures set forth in this Article XXIII.

Section 2. Initiation.

(a) Either the WNBA or the Players Association may initiate a proceeding under this Article by filing a written notice thereof with the Arbitrator and serving a copy of such notice on the other party. Except as otherwise provided by Article XVI, Section 6, a proceeding under this Article may be initiated only by the WNBA or the Players Association.

(b) A proceeding under this Article must be initiated within ninety (90) days from the date of the act or omission upon which the claim asserted is based, or within ninety (90) days from the date upon which such act or omission became known or reasonably should have become known to the party initiating the proceeding, whichever is later.

Section 3. Procedures.

(a) All matters before the Arbitrator under this Article shall be heard and determined in an expedited manner, provided that such expedition is reasonable under the circumstances. A proceeding under this Article may be commenced upon seventy-two (72) hours' written notice (or upon shorter notice if ordered by the Arbitrator) served upon the party against whom the proceeding is brought and filed with the Arbitrator. All such notices and all orders and notices issued and directed by the Arbitrator shall be served on the WNBA, counsel

for the WNBA, the Players Association, counsel for the Players Association, and any counsel appearing for individual WNBA players or individual WNBA Teams.

(b) In proceedings under this Article, the Arbitrator shall make findings of fact and award appropriate relief including, without limitation, damages and specific performance. The Arbitrator shall render an award as soon as practicable, and the award shall be accompanied by a written opinion. Notwithstanding the foregoing, if the Arbitrator determines that expedition so requires, the Arbitrator shall accompany the award with a written summary of the grounds upon which the award is based, and a full written opinion may follow within a reasonable time thereafter. In no event shall the award and written opinion be issued more than thirty (30) days following the date upon which the record of the proceeding is closed (or, where applicable, the date designated by the Arbitrator for the submission of post-hearing briefs).

(c) In proceedings under this Article, the Arbitrator shall have authority to order the production of documents, the conduct of pre-hearing depositions, and the attendance of witnesses at the hearing with respect to the WNBA and the Players Association, and/or any player or Team. The Arbitrator shall have the authority to compel the attendance of witnesses and the production of documents at any hearing within the jurisdiction of the Arbitrator in accordance with the New York C.P.L.R.

(d) An award of the Arbitrator under this Article shall, upon its issuance, constitute the full, final and complete disposition of the dispute and shall be binding upon the parties to this Agreement and upon any player(s) or Team(s) involved.

(e) The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement or any Player Contract.

Section 4. Special Procedure for Disputes with Respect to Audit Reports.

(a) Notwithstanding any of the other provisions of this Agreement, at the request of either the WNBA or the Players Association, and irrespective of which party may commence the proceeding, the procedures set forth in this Section 4 shall apply to the resolution of any disputes with respect to an Audit Report submitted to the parties in accordance with Article XII. If in connection with any such dispute, there is any conflict between the procedures set forth in this Section 4 and those set forth elsewhere in this Agreement, the procedures set forth in this Section shall control.

(b) With respect to an Audit Report submitted to the parties, a proceeding before the Arbitrator shall be commenced, in the manner provided for by Section 2(a) of this Article XXIII, no more than twenty (20) days following the date on which the Accountants are required to deliver the Audit Report pursuant to Article XII, Section 2(c)(2).

(c) A party's failure to commence a proceeding before the Arbitrator within the time period provided for by subsection (b) above shall forever bar that party from asserting or seeking relief of any kind with respect to an Audit Report for the applicable Regular Season.

(d) In proceedings commenced pursuant to this Section 4, the Arbitrator shall conduct the hearing within fifteen (15) days from the commencement of the proceeding and shall render an award and issue a written decision as soon as possible, but in no event later than ten (10) days following the close of the hearing.

(e) No dispute shall proceed to a hearing under this Section 4 unless the amount of Team Ticket Revenues in dispute would create an Overage (as that term is defined in Article XII, Section 1(a)).

Section 5. Costs.

(a) The compensation of the Arbitrator and the costs and expenses incurred in connection with any proceeding brought before the Arbitrator under this Article shall be borne equally by the parties to this Agreement; provided, however, that each participant in such proceeding shall bear its own attorneys' fees and litigation costs.

(b) Notwithstanding the provisions of Section 5(a) above, if a matter is scheduled for hearing under this Article XXIII, and the hearing date is thereafter postponed at the request of either the WBNA or the Players Association, the postponement fee (if any) of the Arbitrator will be borne by the party requesting the postponement unless the party objects and the Arbitrator finds that the request for such postponement was for good cause. Should good cause be found, the parties will share any postponement fee equally.

ARTICLE XXIV

PROMOTIONAL APPEARANCES AND MEDIA

(a) In addition to the appearances required under Article XXVI of this Agreement, a player may be required to make a reasonable number of promotional appearances on behalf of the Team or the WNBA during any Season and immediately succeeding Off-Season. These promotional appearances, as to which the player will be given reasonable advance notice, may include, but shall not be limited to, youth organization visits, award shows, public service or charitable events, clinics, autograph signing sessions, or hospitality or promotional events involving or relating to WNBA Competitions. No such promotional appearance shall be made on behalf of a commercial sponsor; nor shall such appearance require a player to endorse or give a testimonial for any product or service. Any such promotional appearances during the Off-Season will be scheduled at times and locations agreeable to the player and the Team or the WNBA. A Team or WNBA representative shall be present for the duration of all appearances required under this Article XXIV and Article XXVI of this Agreement to monitor such appearances. Players will be reimbursed for out-of-pocket expenses actually incurred in connection with required appearances, provided such expenses are documented to the Team or the WNBA, result directly from the appearances and are ordinary and reasonable.

(b) A player shall not be compensated for any of the first ten (10) promotional appearances made by such player on behalf of a Team during any Season and the immediately succeeding Off-Season. Beginning with the eleventh (11th) such appearance, the player shall be paid $750.00 for every third (3rd) such appearance (i.e., the player shall be paid for appearance number eleven (11), fourteen (14), seventeen (17), etc.).

(c) No player may be paid more than $3,000 by a Team during any Season and immediately succeeding Off-Season for promotional appearances made pursuant to this Article XXIV (i.e., no player may be required to make more than twenty (20) appearances during any Season and immediately succeeding Off-Season pursuant to this Article XXIV).

(d) The following guidelines shall apply to appearances required under this Article XXIV and Article XXVI of this Agreement:

(i) The players understand the importance of player accessibility to the business of the league and will continue to enthusiastically participate in the various marketing programs of the league and Teams. The league and Teams understand that it is important to prioritize the use of players off the court and to maximize the efficiency of player appearances (by, for instance, scheduling appearances to last an appropriate amount of time based on the circumstances, including the nature of the appearance).

(ii) Each player shall be afforded at least two (2) days during each month occurring during a Season (excluding any month that has fewer than twenty (20) days of the Season in such month) in which the player will not be required by a Team to make any appearances required under this Article XXIV or Article XXVI of this Agreement.

(iii) No player shall be required to make appearances required under this Article XXIV or Article XXVI of this Agreement on more than four (4) consecutive days; provided, however, that any appearance by a player in connection with the WNBA All-Star Game or the NBA All-Star Game or activities related to such games shall not count as an appearance for purposes of this subsection (d)(iii);

(iv) No player shall be required to make both a pre-game and post-game appearance on the same day on more than six (6) days during any Season; and

(v) No player may be asked by a Team to do more than ten (10) promotional appearances during any Season and succeeding Off-Season unless four (4) other players on such Team have been asked to do at least three (3) promotional appearances during such Season and succeeding Off-Season.

(e) A player shall not be compensated for any of the first three (3) promotional appearances made by such player on behalf of the WNBA during any Season and the immediately succeeding Off-Season. Beginning with the fourth (4th) such promotional appearance the player shall be paid $750.00 for every other such appearance (i.e. the player shall be paid for appearance number four (4), six (6), eight (8), etc.).

(f) The foregoing provisions shall not apply to: (i) any appearance in connection with a game that is scheduled to take place within two hours before or two hours after such game (e.g., pre- and post-game autograph sessions) (the "Window"), but shall apply to any appearance scheduled to take place outside of the Window; (ii) any appearance by a Rookie in connection with any WNBA Draft; (iii) any appearance by a player at an award presentation ceremony at which the player is (or has been nominated) to receive an award; and (iv) any cooperation with the media in accordance with subsection (g) below.

(g) Players shall cooperate with all reasonable requests of the news media. Such cooperation by players shall include, but not be limited to, making themselves available for interviews conducted at reasonable times, including interviews before, during, or after WNBA Competitions (whether in specially designed interview rooms, interview areas or elsewhere), and

for interviews conducted during off-days or during the Off-Season. Any such interviews during the Off-Season will be scheduled at times and locations agreeable to the player and the WNBA.

The WNBA, on the one hand, and the Players Association, on the other hand, shall each appoint, from its employees, a representative to serve as a primary contact (a "Liaison") regarding player appearances. Through the Liaisons, the parties shall conduct meetings (in person or telephonically) monthly during the Season, or at such other intervals as the parties may agree, to discuss any issues that arise relating to player appearances. The meetings may be attended by staff members and advisors of the WNBA and the Players Association.

ARTICLE XXV

MANDATORY PROGRAMS

WNBA players shall be required to attend and participate in educational programs designated as "Mandatory Programs" by the WNBA and the Players Association. Such Mandatory Programs shall include a Rookie orientation program and such other programs as the WNBA and the Players Association may agree upon. During the term of this Agreement, all such programs shall be administered by the WNBA, which shall, however, consult with the Players Association concerning the structure and content thereof.

ARTICLE XXVI

LICENSING, PLAYER MARKETING, COMMERCIAL APPEARANCES, PLAYERS ASSOCIATION MARKETING, PICTURES AND APPAREL

Section 1. Licensing Rights.

The Players Association, on behalf of present and future WNBA players, agrees that:

(a) The WNBA and/or WNBA Enterprises have the right to use the Player Attributes of each WNBA player as such term is defined and for such group licensing purposes as are set forth in the agreement between WNBA Enterprises and the Players Association, dated January 24, 2008 (the "Licensing Agreement"); and

(b) The WNBA and/or WNBA Enterprises have the worldwide right to use or license in a group of three (3) or more players the Player Attributes of all such players (including the right to make individual use, or license the individual use, of a player's Player Attributes in a series of three (3) or more players) solely in combination with the use of any or all WNBA and Team names, logos, trademarks, trade dress, uniforms or other form of WNBA intellectual property: (i) in any form of trade or consumer promotion, marketing or advertising; and (ii) in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises, or any Team that, without regard to whether such use includes sponsor identification, is intended to (y) promote (A) a Team, the WNBA, players and/or the sport of basketball, (B) any game or competition in which a Team or group of players participates, or (C) any telecast or broadcast of such a game or competition and/or (z) further the development, popularity or growth of the WNBA and/or the sport of basketball (e.g., in connection with basketball clinics, "grass roots" programs and similar non-commercial activities)

(the materials and programs described in clause (ii) above collectively referred to as "League Materials and Programs").

Section 2. Player Marketing Rights.

(a) A player will not license her Player Attributes: (i) for use during any Season to any entity (other than a WNBA Sponsor) that competes in a Designated Sponsor Category, or (ii) for use in connection with any product or service pursuant to an agreement that would preclude or interfere with the full and complete exercise by WNBA Enterprises or the WNBA (or any of its Teams) of the rights granted in this Article XXVI, or paragraph 6 of the Standard Player Contract or the Licensing Agreement.

(b) WNBA Enterprises shall provide the Players Association with a list of up to six (6) Designated Sponsor Categories on or before the March 15 prior to each Season and shall promptly notify the Players Association of additions, deletions and modifications to such lists.

(c) Any sponsorship, endorsement or licensing agreement (including any agreement with regard to footwear) entered into by a player during the term of her Standard Player Contract must expressly provide that any provisions of such agreement that conflict or are inconsistent with any provisions of either this Agreement or the player's Standard Player Contract shall be of no force or effect.

(d) No player may (i) permit any entity (other than a WNBA licensee) to manufacture a product bearing any of her Player Attributes or (ii) appear in any form of trade or consumer promotion or advertising on behalf of any entity (other than a WNBA Sponsor or a WNBA licensee identified in the Licensing Agreement), if such product, premium, promotion, or advertising (as the case may be): (x) creates an association between the WNBA (or any of its

Teams) and the manufacturer of such product or premium or the entity for which the player is appearing in the promotion or advertising (e.g., through the use or reference to any form of WNBA intellectual property (including Team colors) or any WNBA arena, WNBA practice facility or WNBA basketball); or (y) violates any provision of this Agreement or the player's Standard Player Contract.

(e) Notwithstanding anything to the contrary set forth in this Article XXVI (including Section 2(a) above), a player shall have the right to have the identification of a WNBA Sponsor removed from advertising, premiums, and point-of-sale displays that contain her Player Attributes on an individual basis as part of a series if she: (i) has a Bona Fide Exclusive Endorsement Agreement with a conflicting sponsor that expressly prohibits the player's likeness from being used in connection with such activities by companies (other than the conflicting sponsor) engaged in the type of business for which the player is obligated to perform endorsement services under such Bona Fide Exclusive Endorsement Agreement and (ii) provides a copy of such Bona Fide Exclusive Endorsement Agreement (and a summary thereof in the form attached as Exhibit 3) to WNBA Enterprises prior to the January 1 before the Season for which she seeks to have such WNBA Sponsor identification removed. The right of the player contained in the preceding sentence shall exist only during the term of such Bona Fide Exclusive Endorsement Agreement. All Bona Fide Exclusive Endorsement Agreements (and summaries thereof) submitted to WNBA Enterprises pursuant to the provisions herein will be kept confidential by WNBA Enterprises.

(f) The rights granted to the WNBA and WNBA Enterprises and the obligations undertaken by the players and Players Association under Section 1 above do not include, and should not be construed to include, any right to use Player Attributes in a manner

that creates an endorsement or testimonial for any product or service by any player or group of players. WNBA Enterprises shall not license any WNBA Sponsor to use individually a player's Player Attributes in a series pursuant to Section 1(b)(i) above in a manner that features, highlights or individually promotes such Player to a greater degree relative to the other players in the series. WNBA Enterprises shall use reasonable efforts to cause any license agreement providing a WNBA Sponsor with rights to use individually a player's Player Attributes in a series pursuant to Section 1(b)(i) to use at least five (5) Players in such series.

(g) The Players Association acknowledges that WNBA Enterprises or the WNBA may enter into corporate sponsorship agreements with respect to League awards and achievements ("Awards") and (i) that any player named a recipient of any such Award shall be required to accept such Award notwithstanding the terms of any Bona Fide Exclusive Endorsement Agreement or conflict between a Player's Bona Fide Licensee and the Award sponsor, (ii) that such Award sponsor shall be entitled to reasonably announce the fact that the player won the Award in the promotion of its Award sponsorship (e.g., in a congratulatory advertisement), and (iii) that, in connection with such announcement and promotion, the Award sponsor shall be entitled to make reasonable use of the player's Player Attributes and the Player Attributes of any other players nominated for such Award. WNBA Enterprises shall not, pursuant to the rights granted to it pursuant to Section 1(b) above, authorize any sponsor in such a corporate sponsorship agreement to use a player's Player Attributes in a manner that would constitute an endorsement or testimonial for any product or service by such player.

Section 3. Commercial Appearances.

(a) A Player may, during each Season and the immediately succeeding Off-Season covered by a Standard Player Contract to which she is a party, be required to make up to

six (6) commercial appearances on behalf of WNBA Sponsors or licensees, at the request of the WNBA or its designees upon at least seven (7) days' prior notice in each instance. Such commercial appearances, unless otherwise agreed to by the player, shall (i) occur between April 1 and the last day of the immediately succeeding Season, and (ii) not conflict with the contractual obligations of the Player under any then-current Bona Fide Exclusive Endorsement Agreement of the Player, and (iii) be subject to the appearances guidelines set forth in Section (d) of Article XXIV of this Agreement. Any such appearances not scheduled to take place during the Season shall be scheduled at times and locations agreeable to the player and the WNBA or its designee. The Player shall be paid $750 for each appearance that she makes pursuant to this Section 3(a). Players will also be reimbursed for out-of-pocket expenses actually incurred in connection with appearances required pursuant to this Section 3(a), provided such expenses are documented to the WNBA, result directly from the appearance and are ordinary and reasonable.

(b) In addition to the commercial appearances called for by Section 3(a) above, a player may, during each Season and the immediately succeeding Off-Season covered by a Standard Player Contract to which she is a party, be required to make up to three (3) appearances on behalf of sponsors designated by her Team, upon at least seven (7) days' prior notice in each instance. Such appearances shall be subject to the appearances guidelines set forth in Section (d) of Article XXIV of this Agreement. The Player shall receive no payment for such Team sponsor appearances; provided, however, that the player will be reimbursed for out-of-pocket expenses actually incurred in connection with such required appearances, provided such expenses are documented to the Team, result directly from the appearance and are ordinary and reasonable. Any such appearances during the Off-Season will be scheduled at times and

locations agreeable to the Player and the Team. The player may be paid by the Team for each commercial appearance she makes during a Season and succeeding Off-Season in excess of the three (3) appearances described above, provided that a player shall not receive more than $750 for any such appearance and no Team may pay a player a total of more than $3,000 for all commercial appearances performed by the player during any Season and immediately succeeding Off-Season under this Section 3(b) meaning that no player may be required to make more than seven (7) commercial appearances during any Season and immediately succeeding Off-Season pursuant to this Article XXVI (it being understood that the $3,000 limitation set forth above shall not apply to commercial appearances performed by the player pursuant to a Team Marketing and Promotional Agreement).

Section 4. Players Association Marketing.

The Players Association agrees that it will not engage in or conduct (or permit or license any third party to engage in or conduct) any form of trade or consumer promotion, marketing or advertising that uses or refers to WNBA intellectual property (including Team colors), to any WNBA arena, WNBA practice facility or WNBA basketball or that otherwise creates an association between the WNBA (or any of its Teams) and a third party.

Section 5. Pictures.

The Players Association, on behalf of present and future WNBA players, agrees that (i) the WNBA, WNBA Enterprises, and the Team shall have the right to take or create (or have taken or created) Pictures or likenesses of players at any WNBA Competition or WNBA or Team sponsored event; and (ii) players shall be available to have their Picture taken or likeness created, individually or with other players in the WNBA, at such times and places as WNBA or the Team shall reasonably designate. All rights in such Pictures or likenesses shall belong

exclusively to the WNBA. The WNBA shall have the worldwide exclusive right to use, distribute or license any such Pictures (or excerpts or portions thereof) or likenesses in League Materials and Programs.

Section 6. Apparel.

A player shall wear all apparel, and only such apparel, supplied by her Team or the WNBA for all WNBA Competitions, practices and press conferences, and shall not alter the appearance of such apparel or cover (in whole or in part) any name, logo, symbol or emblem on such apparel. Notwithstanding the preceding sentence, a player may wear manufacturer logo-identified shoes during WNBA Competitions, practices and press conferences as long as such manufacturer has been designated by WNBA Enterprises as an authorized WNBA footwear supplier and the player has a Qualifying Shoe Deal with such manufacturer. If the player has a Qualifying Shoe Deal with a manufacturer that is not an authorized footwear supplier, then the player may wear such manufacturer's shoes during WNBA Competitions, practices and press conferences but without any visible manufacturer logo or other manufacturer identification. If the player does not have a Qualifying Shoe Deal, then the player shall wear during WNBA Competitions, practices and press conferences the shoes supplied by a supplier designated by the WNBA. If the player does not have a Qualifying Shoe Deal and advises the WNBA that the shoes supplied by the WNBA designated supplier do not fit her properly, the WNBA shall in good faith request that the manufacturer of such shoes provide a better fitting pair of shoes.

ARTICLE XXVII

BROADCAST AND TELECAST RIGHTS

Section 1. WNBA Rights.

During the term of this Agreement, the Players Association agrees that the WNBA and its designees shall have the exclusive right to use, distribute, or license any performance rendered by the players (or excerpts or portions thereof) under this Agreement, and any associated Pictures, for (a) any form of broadcast or telecast, including over-the-air television, cable television, pay television, or direct broadcast satellite television, (b) any form of cassette, cartridge, or disk system (other than as incorporated into a retail product that would require a group license from players (e.g., a video game but not a home video)) or (c) other means of distribution known or unknown.

Section 2. No Suit.

The Players Association, for itself and present and future WNBA players, covenants not to sue (or finance any suit against) WNBA Enterprises, the WNBA, any WNBA Team, or their respective past, present and future affiliates, agents, employees, successors, designees, assigns, licensees, owners (direct and indirect), officers, directors, trustees, attorneys, general or limited partners, members, heirs, executors, administrators and representatives, with respect to the use, distribution, or license, for any form of broadcast or telecast, including over-the-air television, cable television, pay television, or direct broadcast satellite television, and any form of cassette, cartridge, or disk system, or other means of distribution known or unknown, of any performances by any player rendered under this Agreement, and any associated Pictures, during any period up to and including the day following the last playoff game of the 2013 WNBA Season.

ARTICLE XXVIII

MUTUAL RESERVATION OF RIGHTS

Upon the expiration or termination of this Agreement, no person shall be deemed to have waived, by reason of the entry into or effectuation of this Agreement, any other collective bargaining agreement, or any Standard Player Contract, or Marketing and Promotional Agreement, or any terms of any of them, or by reason of any practice or course of dealing, their respective rights under law with respect to any issues or their ability to advance any legal argument.

ARTICLE XXIX

TEAM RULES

WNBA Teams may maintain or establish rules with which its players shall comply at all times, whether on or off the court; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this Agreement or the Standard Player Contract.

ARTICLE XXX

RIGHT OF SET-OFF

Section 1.

When a WNBA Team terminates a Standard Player Contract ("First Contract") in circumstances where the Team, following such termination, continues to be liable for the Base Salary called for by such Contract, the Team's liability for such Base Salary shall be reduced, to the extent provided for in this Article XXX, by any compensation earned by the player (for services as a player) from any professional basketball team or teams (the "Subsequent Team(s)") during the Season(s) covered by the terminated Contract (including, but not limited to, compensation earned but not paid during such period). The reduction in the Team's liability for each Season (or partial Season) covered by the terminated Contract shall be calculated for each Season (or partial Season) as follows:

> Step 1: Calculate the total compensation earned by the player (for services as a player) from the Subsequent Team(s) during the Salary Cap Year encompassing the relevant Season (or partial Season).
>
> Step 2: Subtract $42,250 from the result in Step 1.
>
> Step 3: If the result in Step 2 is a negative amount, there is no reduction in the Team's liability for the relevant Season (or partial Season). If the result in Step 2 is a positive amount, the reduction in the Team's liability for the relevant Season (or partial Season) shall equal 50% (fifty percent) of that amount.

Section 2.

For the purposes of this Article, a "professional basketball team" shall mean any team in any country that pays money or compensation of any kind to a basketball player for rendering services to such team (other than a reasonable stipend limited to basic living expenses). For purposes of this Article, "compensation" earned by a player from a Subsequent Team shall include: (i) in the case of a WNBA Team, the player's Base Salary only; and (ii) in

the case of a non-WNBA team, all forms of cash and non-cash compensation other than benefits comparable to the type of benefits (e.g., medical and dental insurance) provided to a WNBA player in accordance with Article X above, travel and moving expenses, and any car and housing provided temporarily by the team to the player during the period of time for which the player renders services to the team.

ARTICLE XXXI

SAVINGS CLAUSE

In the event that any provision hereof is found to be inconsistent with the Internal Revenue Code (or the rules and regulations issued thereunder), the National Labor Relations Act, any other federal, state, provincial or local statute or ordinance, or the rules and regulations of any other government agency, or is determined to have an adverse effect upon the right of the WNBA (or any affiliated or successor entity) to a tax exemption under Section 501(c)(6) of the Internal Revenue Code of 1954 (or any successor section of like import), then the parties hereto agree to make such changes as are necessary to avoid such inconsistency or to obtain or maintain such exemption retaining, to the extent possible, the intention of such provision.

ARTICLE XXXII

PLAYER AGENTS

Section 1. Negotiation of Player Contracts.

A Team shall not enter into any Standard Player Contract or Team Marketing and Promotional Agreement, and the WNBA shall not enter into a WNBA Marketing and Promotional Agreement, with a player unless such player: (i) is represented in the negotiations with respect to such Standard Player Contract and/or Marketing and Promotional Agreement by an agent or representative authorized to represent her and duly certified by the Players Association in accordance with the Players Association's Agent Regulation Program; or (ii) acts on her own behalf in negotiating such Standard Player Contract and/or Marketing and Promotional Agreement.

Section 2. Indemnity.

The Players Association agrees to indemnify and hold harmless the WNBA, its Teams and each of its and their respective past, present and future affiliates, agents, employees, successors, designees, assigns, licensees, owners (direct and indirect), officers, directors, trustees, attorneys, general or limited partners, members, heirs, executors, administrators and representatives, from any and all claims of any kind arising from or relating to (i) the Players Association's Agent Regulation Program, and (ii) the provisions of this Article, including, without limitation, any judgments, costs and settlements, provided that the Players Association is immediately notified of any such claim in writing (and, in no event later than five (5) days from the receipt thereof), is given the opportunity to assume the defense thereof, and the WNBA uses its best efforts to defend such claim, and does not admit liability with respect to and does not settle such claim without the prior written consent of the Players Association.

Section 3. Agent Lists.

The Players Association agrees to provide the WNBA League Office with a list of: (i) all agents certified under the Players Association's Agent Regulation Program, and (ii) the players represented by each such agent. Such list shall be updated once a month from the day after the WNBA Championship Series to the first day of the next succeeding Regular Season and shall be updated once every two (2) months at all other times.

Section 4. Confirmation by the Players Association.

If the WNBA or a Team has reason to believe that an agent representing a player in Contract negotiations is not a certified agent or is not the agent authorized to represent such player, the WNBA may, at its election, request in writing from the Players Association confirmation as to whether such agent is in fact the player's certified representative. If within three (3) business days of the date the Players Association receives such written request, the WNBA does not receive a written response from the Players Association stating that such agent is not the player's certified representative, then the WNBA and any Team shall be free to act as if the agent is the player's confirmed certified agent.

Section 5. WNBA Player As Agent.

No WNBA player may represent (or otherwise act as an agent for) any other WNBA player.

ARTICLE XXXIII

EXPANSION, CONTRACTION, ROSTERS, NUMBER OF GAMES

Section 1. Number of Teams.

(a) The WNBA and Players Association agree that the WNBA has the absolute right and discretion to determine the number and location of Teams that will participate in the WNBA during any Season, including, without limitation, the right and discretion to increase or decrease the number of Teams in the WNBA at any time. The WNBA and the Players Association further agree that the WNBA and each WNBA Team has the absolute right and discretion to cease operations at any time.

(b) The parties agree that nothing in this Agreement shall prejudice the WNBA's position that the rights referred to in subsection (a) above constitute non-mandatory subjects of bargaining under the National Labor Relations Act.

Section 2. Expansion Draft.

In the event that the WNBA decides to expand the number of Teams in the WNBA, it may also decide in its discretion to have existing Teams make available for assignment to any Expansion Team the Player Contracts of and certain negotiating rights to the existing Teams' players. With respect to any expansion draft conducted by the WNBA, the WNBA shall be authorized to permit the Expansion Team to acquire the Player Contracts of players under contract, the exclusive negotiating rights to Reserved Players, the rights of first refusal with respect to Restricted Free Agents and, with respect to one (1) Unrestricted Free Agent, the right to designate such player as a Core Player; provided, however, that the Expansion Team shall only be permitted to designate such Unrestricted Free Agent as a Core Player for two consecutive Seasons beginning with the season immediately following her selection in an

expansion draft (it being understood that nothing in this Section 2 is intended to limit the maximum allowable term of a Contract between a Team and a player designated as a Core Player by such Team as provided for in Article V, Section 12.). In the event an entire Team roster is transferred to an Expansion Team pursuant to Article XXXIII, Section 3(a) below, the WNBA shall be authorized to permit the Expansion Team to acquire all of the Player Contracts and all of the negotiating rights (e.g., exclusive negotiating rights, rights of first refusal and rights to designate certain players as a Core Player) of the prior Team. In order to implement the foregoing, the procedures for the assignment of players and rights to players to any Expansion Team, including the use of an expansion draft, shall be within the sole discretion of the WNBA.

Section 3. Dispersal Draft or Transfer of Playing Roster.

(a) In the event that the WNBA decides to decrease the number of Teams in the WNBA or one or more WNBA Teams decides to cease operations, the WNBA may also decide in its discretion (i) to have any Contracting Team make available for assignment to the remaining Teams the Player Contracts of and negotiating rights to (as provided for below) the Contracting Team's players; or (ii) to have any Contracting Team transfer to any Expansion Team the Player Contracts of and the negotiating rights to (as provided for below) the Contracting Team's players. With respect to any dispersal draft conducted by the WNBA, the WNBA shall be authorized to permit the remaining Teams to acquire the Player Contracts of players under contract, the exclusive negotiating rights to Reserved Players and the rights of first refusal with respect to Restricted Free Agents. When an entire Team roster is transferred to an Expansion Team, the WNBA shall be authorized to permit the Expansion Team to acquire all of the Player Contracts and all of the negotiating rights (e.g., exclusive negotiating rights, rights of first refusal and the right to designate certain players as Core Players) of the prior Team. In

order to implement the foregoing, the procedures for the assignment or transfer of players and rights to players from any Contracting Team, including the use of a dispersal draft, shall be within the sole discretion of the WNBA.

(b) Notwithstanding anything to the contrary in this Agreement, (including, but not limited to, Article V, Sections 3(b), 5, and 7) any Player Contract (including but not limited to Exhibit 2 to any such Contract), or any Marketing and Promotional Agreement, in the event that (i) the WNBA decides to decrease the number of Teams in the WNBA or one or more WNBA Teams decides to cease operations, and (ii) one or more Player Contract(s) to which a Contracting Team is a party is not assigned or transferred to any remaining WNBA Team or Expansion Team pursuant to Section 3(a) above, then (x) such Player Contract(s) shall immediately terminate, become null and void and of no further force and effect, and all obligations of the Contracting Team, including obligations under any Marketing and Promotional Agreement and obligations to pay Base Salary, shall cease, except the obligation of the Contracting Team to pay the player's earned Base Salary to the date of termination, and (y) no player who was a party to any such Contract or Marketing and Promotional Agreement shall have any claim against any other WNBA Team or the WNBA. In the event of such termination, the players who are parties to such Contracts shall become Unrestricted Free Agents.

Section 4. Rosters.

Each Team shall maintain eleven (11) players on its roster during each Season covered by this Agreement. If for any reason the roster of a Team falls below eleven (11) players, the Team shall, within seventy-two (72) hours of the date on which the roster of such Team fell below eleven (11) players, add a player or players to restore the Team's roster to eleven (11) players.

Section 5. Number of Games.

The WNBA shall have the discretion to increase or decrease the number of games to be played by Teams during the pre-season, Regular Season, and/or the playoffs, provided, however, that: (i) the number of pre-season games in any Season covered by this Agreement shall not exceed four (4) per Team; (ii) the number of Regular Season games in any Season covered by this Agreement shall not exceed thirty-eight (38) per Team; and (iii) in any Season of this Agreement, if the maximum number of possible playoff games increases over the maximum number of possible playoff games in the immediately preceding Season, the merit bonuses related to playoff achievement of a Team set forth in Article IX hereof shall be increased by five (5) percent.

ARTICLE XXXIV

MARKETING AND PROMOTIONAL AGREEMENTS

Section 1.

The WNBA and any player may enter into a WNBA Marketing and Promotional Agreement, provided that: (i) the term of such WNBA Marketing and Promotional Agreement may not extend beyond the term of such player's Standard Player Contract, and (ii) such Marketing and Promotional Agreement will terminate (and all WNBA and player obligations thereunder will cease) upon the termination of such player's Standard Player Contract. The particular marketing and promotional services, the Additional Marketing and Promotional Compensation, and the payment schedule applicable to such compensation shall be specified in such WNBA Marketing and Promotional Agreement.

Section 2.

A Team and any player assigned to such Team may enter into a Team Marketing and Promotional Agreement, provided that: (i) the term of such Team Marketing and Promotional Agreement may not extend beyond the term of such player's Standard Player Contract, and (ii) such Marketing and Promotional Agreement will terminate (and all Team and player obligations thereunder will cease) upon the termination of such player's Standard Player Contract or the assignment of such player to a new Team. The particular marketing and promotional services, the Additional Marketing and Promotional Compensation, and the payment schedule applicable to such compensation shall be specified in such Team Marketing and Promotional Agreement.

Section 3.

No agreement concerning additional marketing rights and obligations shall be binding upon the player or the WNBA or a Team until a Marketing and Promotional Agreement

embodying such rights and obligations has been duly executed by the parties, and neither the WNBA nor the Players Association shall contend to the contrary.

Section 4.

The WNBA shall provide to the Players Association complete copies of all new WNBA and Team Marketing and Promotional Agreements on a weekly basis.

ARTICLE XXXV

PROVISIONS WITH RESPECT TO CANADIAN EMPLOYMENT

Section 1.

If at any time during the term of this Agreement a WNBA Team is based in Canada, the following provisions will apply to all players employed by any such team:

(a) To the extent practicable, the terms of the WNBA 401(k) Plan shall permit participation by players with respect to employment in Canada on a tax-effective basis under Canadian income tax laws. If the WNBA and the Players Association determine that the 401(k) Plan cannot be provided on a tax-effective basis under Canadian income tax law, an alternative arrangement relating to employment in Canada, which is acceptable to both the WNBA and the Players Association, shall be established in lieu of the 401(k) Plan.

(b) The bases upon which a player may be disciplined or discharged or a Player Contract terminated, as set forth in this Agreement and/or in the Standard Player Contract, shall constitute just and reasonable cause within the meaning of any applicable Canadian statute (federal or provincial).

(c) During the term of this Agreement, the WNBA and the Players Association shall consult regularly about issues relating to the workplace which affect the parties or any player bound by this Agreement.

(d) (i) If and to the extent Sections 48 and 49 of the Ontario Labour Relations Act (or other statutes of like import in other Canadian provinces) are or may be found applicable to this Agreement, the parties agree that the provisions thereof shall apply only to disputes between a WNBA Team located in Ontario (or such other province(s) as the case may be) and players employed by such Team(s).

(ii) If and to the extent Section 84(2) of the British Columbia Labour Relations Code (or other statutes of like import in other Canadian provinces) is or may be found applicable to this Agreement, the parties agree that the provisions thereof shall apply only to disputes between a WNBA Team based in British Columbia (or such other province(s) as the case may be) and players employed by such Team.

(e) The parties acknowledge and agree that a player employed pursuant to the provisions of a Standard Player Contract, Rest-of-Season Contract, 7-Day Contract, or a Replacement Contact is and/or shall be deemed to be an employee hired "on the basis that her employment is to terminate on the expiry of a definite term or the completion of a specific task" within the meaning of paragraph 1 of Section 2(1) of Ontario Regulation 288/01, made under the Ontario Employment Standards Act, 2000 (or other statutes or regulations of like import in other Canadian provinces) and an "employee employed for a definite term" within the meaning of Section 65(1)(b) of the British Columbia Employment Standards Act (or other statutes of like import in other Canadian provinces), so as to render inapplicable to WNBA players the provisions of Sections 54-62 of the Ontario Employment Standards Act, 2000 and Sections 63 and 64 of the British Columbia Employment Standards Act (or other statutes of like import in other Canadian provinces).

(f) The parties acknowledge and agree that the severance benefits provided to players pursuant to this Agreement (i.e., the provisions of Player Contracts that may provide, in certain circumstances, for the continued payment of Base Salary to a player following the termination of a Player Contract) constitute and/or shall be deemed to constitute a settlement binding on the player within the meaning of Section 6 of the Ontario Employment Standards Act, 2000 (or other statutes of like import in other Canadian provinces) and/or "an amount paid to an

employee for loss of employment under a provision of the employment contract based upon length of employment, length of service or seniority" within the meaning of Section 65(8)2 of the Ontario Employment Standards Act, 2000 (or other statutes of like import in other Canadian provinces), so as to render inapplicable to WNBA players the provisions of Section 63-66 of such Act (or other statutes of like import in other Canadian provinces).

(g) Upon the WNBA's request, the Players Association shall cooperate with the WNBA in a reasonable manner in connection with any effort the WNBA may make to seek an exemption from any Canadian (federal or provincial) law or regulation affecting the employment relationship that is inconsistent with the provisions of this Agreement or any other agreement between the Players Association and the WNBA.

(h) The parties hereby specifically exclude the operation of subsections (2) and (3) of Section 50 of the British Columbia Labour Relations Code (and other statutes of like import in other Canadian provinces).

(i) All players employed by a WNBA Team shall be paid in U.S. dollars, regardless of where the Team by which such player is employed is based.

ARTICLE XXXVI

PLAYER ADVISORY PANEL

Section 1.

The WNBA shall establish a Player Advisory Panel for the purposes of discussing issues relating to the operations of the WNBA, improving relations between players and the WNBA, and fostering the growth and success of the WNBA.

Section 2.

The Player Advisory Panel shall consist of the following members: five (5) WNBA players, the Executive Director of the Players Association (or his or her designee), the President of the WNBA (or her designee), and up to three (3) representatives of Teams. The respective players and Team representatives will be selected, and the length of their terms fixed, under such rules as the WNBA and the Players Association separately establish; the initial members of the Panel will be selected within thirty (30) days following the execution of this Agreement. The Panel will hold regular face-to-face meetings at least once each year during the Off-Season on a date and at a site mutually agreeable to the WNBA and the Players Association. The meetings may be attended by staff members of the WNBA and Players Association.

ARTICLE XXXVII

INTEGRATION, ENTIRE AGREEMENT, INTERPRETATION AND CHOICE OF LAW

Section 1. Integration, Entire Agreement.

This Agreement, together with the exhibits hereto, constitutes the entire understanding between the parties and all understandings, conversations and communications, proposals, and counterproposals, oral and written (including any draft of this Agreement) between the WNBA and the Players Association, or on behalf of them, are merged into and superseded by this Agreement and shall be of no force or effect, except as expressly provided herein. No such understandings, conversations, communications, proposals, counterproposals or drafts shall be referred to in any proceeding by the parties. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by the party against whom enforcement is sought.

Section 2. Interpretation.

The WNBA and Players Association recognize that this Agreement is separate and distinct from the collective bargaining agreement now in effect between the National Basketball Association ("NBA") and the National Basketball Players Association ("NBPA"), and intend for this Agreement to be interpreted without reference to the NBA/NBPA collective bargaining agreement (or to any other current, prior or future agreement between the NBA or NBA Properties, Inc., on the one hand, and the NBPA on the other), to any Uniform Player Contract entered into pursuant to the current or any prior or future collective bargaining agreement between the NBA and the NBPA, to any of the provisions of such agreements or Contracts, to any judicial, arbitral, or administrative decision interpreting any of the foregoing, or to the fact that a subject was not or is not covered by or included in any such agreements or

Contracts. Accordingly, the parties agree that they will make no reference to any such agreements, Contracts, or decisions, or to the fact that a particular provision was not or is not included in any such agreement or Contract, or to any practice or policy of the NBA (or NBA Properties, Inc.) or the NBPA, in any arbitral, judicial, administrative, or other proceeding, including, without limitation, proceedings brought under Articles XXII and XXIII of this Agreement. The parties further agree that no such agreement, Contract, provision (or absence of provisions), decision, practice, or policy may be relied upon by any decision maker in such proceedings.

Section 3. Choice of Law.

This Agreement (including all Exhibits hereto) is made under and shall be governed by the internal law of the State of New York, except where federal law may govern.

ARTICLE XXXVIII

TERM OF AGREEMENT

Section 1. Expiration Date.

This Agreement shall be effective from January 24, 2008 and shall continue in full force and effect through September 30, 2013.

ARTICLE XXXIX

NO-STRIKE AND NO-LOCKOUT PROVISIONS

Section 1. No Strike.

During the stated term of this Agreement, neither the Players Association nor its members shall engage in any strikes, cessations or stoppages of work, or any other similar interference with the operations of the WNBA or any of its Teams.

Section 2. No Lockout.

During the stated term of this Agreement, neither the WNBA nor any Teams shall engage in any lockouts, cessations or stoppages of work or any other similar interference with the employment of WNBA players.

Section 3. No Breach of Player Contracts.

The Players Association agrees that it will not engage in any concerted activities to breach, induce the breach of, or threaten to breach or induce the breach of, any Standard Player Contract or Marketing and Promotional Agreement.

Section 4. Best Efforts of Players Association.

The Players Association will use its best efforts: to prevent each player from rendering, or threatening to render, services as a professional basketball player for another professional basketball league during each Season covered by a Standard Player Contract between such player and a WNBA Team; to prevent each player from refusing, or threatening to refuse, to participate in any WNBA Competition; to prevent each player from otherwise breaching, or threatening to breach, a Standard Player Contract or Marketing and Promotional Agreement; and to prevent each player from making any demand upon the WNBA or a Team, including, but not limited to, a demand that any Standard Player Contract or Marketing and Promotional Agreement be renegotiated during the term thereof.

Section 5. Player's Threat to Withhold Services.

The WNBA and the Players Association agree that a player who publicly demands a renegotiation of her Standard Player Contract or Marketing and Promotional Agreement, and who threatens to withhold the services she has agreed to render under such Standard Player Contract or Marketing and Promotional Agreement, or to perform at a level below her full capabilities unless such renegotiation takes place, shall be considered to have engaged in conduct impairing the faithful and thorough discharge of the player obligations under Article VI, Section 3.

ARTICLE XL

OLYMPIC HIATUS

The following rules shall apply to any Season for which the WNBA, in its sole discretion, elects to adjust the Regular Season schedule of games to permit players to participate in the Olympic Games:

(a) The WNBA shall determine, within its sole discretion, the period of time during such Regular Season that shall not include any WNBA games (a "Hiatus");

(b) Players not participating in the Olympic Games shall be entitled to a vacation of seven (7) consecutive days (the "Vacation Period") to commence either: (i) the first day following such player's last game before a Hiatus or, if such game is on the road, the first day back in the Team's home city (the "Early Vacation"); or (ii) the fifth (5th) day following such player's last game before a Hiatus (the "Late Vacation"). Approximately half of the players on a Team will take the Early Vacation and the remaining players will take the Late Vacation. The determination as to which players will take the Early Vacation and which players will take the Late Vacation will be made prior to the conclusion of the training camp held for the Regular Season that includes the Hiatus by the Team in consultation with its players;

(c) Teams and players may voluntarily negotiate marketing agreements that would require players to remain in the Team's home city during all or part of the player's Vacation Period and perform marketing-related services for the Team (e.g., player appearances), provided that (i) the compensation to be paid to the player pursuant to such marketing agreement must be at least $100 per day but may not exceed $300 per day, and (ii) any appearances made by the player pursuant to such marketing agreement will not count as an appearance pursuant to Article XXIV or Article XXVI of this Agreement (a "Hiatus Marketing Agreement");

(d) During a Hiatus, Teams may not hold more than seven (7) practices per week and no such practice may exceed three (3) hours in length, or four (4) hours in length if such practice includes film or conditioning activities;

(e) Except during a Vacation Period, Teams shall be required to pay players a daily per diem of fifty dollars ($50) during a Hiatus. In addition, players who have agreed to remain in the Team's home city during a Vacation Period pursuant to a Hiatus Marketing Agreement shall receive a daily per diem of fifty dollars ($50) during the term of such Hiatus Marketing Agreement.

(f) The Mid Point of the 2008 Regular Season (should there be a Hiatus during the 2008 Regular Season) will be June 30, 2008. The Mid Point of any other Regular Season during which there is a Hiatus shall be calculated by dividing the total number of calendar days in such Regular Season (not including the Hiatus) by two (2) and adding that number to the first day of such Regular Season. If the number that results from dividing the number of days in the Regular Season by two (2) is not a whole number, the number used to calculate the Mid Point shall be determined by rounding up to the nearest whole number;

(g) The Minimum Player Salary for Rest-of-Season Contracts will be the Minimum Annual Salary called for under Article V, Section 7 multiplied by a fraction, the numerator of which is the total number of days left in the Regular Season less (i) the number of days in the Hiatus for Contracts entered into prior to the commencement of the Hiatus, (ii) the number of days remaining in the Hiatus for Contracts entered into during the Hiatus, or (iii) zero (0) for Contracts entered into after the Hiatus, and the denominator of which is the number of days in the Regular Season (not including the Hiatus);

(h) The Maximum Player Salary for Rest-of-Season Contracts will be the Maximum Player Salary called for under Article V, Section 8 multiplied by a fraction, the numerator of which is the total number of days left in the Regular Season less (i) the number of days in the Hiatus for Contracts entered into prior to the commencement of the Hiatus, (ii) the number of days remaining in the Hiatus for Contracts entered into during the Hiatus, or (iii) zero (0) for Contracts entered into after the Hiatus, and the denominator of which is the number of days in the Regular Season (not including the Hiatus);

(i) Notwithstanding anything to the contrary in Article XXIV of this Agreement, one (1) promotional appearance made by each player during a Hiatus shall not count as an appearance under Article XXIV or Article XXVI of this Agreement, and no player shall be required to participate in more than one (1) promotional appearance during a Hiatus that exceeds four (4) hours in length (excluding travel time);

(j) All players will be paid their Base Salary in nine (9) equal, semi-monthly installments in any Season that includes a Hiatus, beginning on or about June 1 and ending on or about September 30; and

(k) In the event that no All-Star Game is held during any Season that includes a Hiatus, the WNBA and the Players Association shall agree in good faith on how to re-allocate the bonus money that would have been paid to players named to the All-Star team (e.g., by increasing the First and Second Team All-WNBA bonuses for that year).

ARTICLE XLI

OTHER

Section 1. No Ownership Interest.

(a) No WNBA player shall either directly or indirectly hold any ownership interest in the WNBA or any WNBA Team.

Section 2. Implementation of Agreement.

(a) The WNBA and the Players Association will use their respective best efforts and take all reasonable steps to have WNBA Teams and players comply with the terms and provisions of this Agreement.

(b) The WNBA and the Players Association shall use their respective best efforts and take all reasonable steps to cooperate and defend the enforceability of this Agreement against any challenge thereto.

Section 3. Visas.

The Players Association agrees to provide full cooperation and assistance to the WNBA and WNBA Teams in securing visas for WNBA players, including, but not limited to, promptly responding to any requests for P-1 opinion letters.

Section 4. Headings and Organization.

The headings and organization of this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting, this Agreement.

Section 5. Time Periods.

Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline

falling on a Saturday, Sunday, or U.S. Federal Holiday shall be deemed to fall on the next business day.

Section 6. Exhibits.

All of the Exhibits hereto, including but not limited to the Standard Player Contract, are an integral part of this Agreement and of the agreement of the parties thereto.

WNBA, LLC	WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION
By: /s/ DONNA ORENDER Donna Orender President	By: /s/ G. WILLIAM HUNTER G. William Hunter Executive Director

Dated: January 24, 2008

EXHIBIT 1

STANDARD PLAYER CONTRACT

Women's National Basketball Association
Standard Player Contract

The parties to this Contract are _____ (the "Team"), a member of the Women's National Basketball Association (the "WNBA" or "League"), and _____ (the "Player").

The Team wishes to employ Player, and Player wishes to serve, as a skilled basketball player for the Team, subject to the terms and conditions of this Contract.

The parties agree as follows:

1. Term of Contract

The term of this Contract shall commence on _____ ____, _____ and end on May 15, _____ (or, if earlier, the first day of training camp following the final Season covered hereunder).

2. Player Services

(a) During the term of this Contract, the Player shall: (i) attend and play all games in which the Team is scheduled to play (including pre-season, Regular Season, and playoff games); (ii) attend and participate in all practices, training and conditioning sessions, shoot-arounds, and meetings scheduled by the Team during the Season; (iii) attend and play, if selected, in the WNBA's All-Star Game and in associated games and skills competitions and every event conducted in association with such All-Star Game (including, but not limited to, a reasonable number of media sessions); (iv) attend and play, if invited (and if such attendance is required pursuant to Article XIX of the Collective Bargaining Agreement currently in effect between the WNBA and the Women's National Basketball Players Association ("WNBPA")

(hereinafter referred to as the "CBA")), in any tours or exhibitions scheduled by the WNBA; (v) attend and participate in any mandatory programs scheduled by the WNBA in accordance with the CBA; (vi) serve as a spokesperson for and promote the Team, the WNBA and the sport of basketball and devote reasonable time to the performance of such duties; (vii) cooperate with all reasonable requests of the news media and, upon the request of the Team or the WNBA, consent to and make herself available for interviews conducted at reasonable times, including interviews before, during or after WNBA Competitions (whether in specially designated interview rooms, interview areas or elsewhere), and for interviews conducted during off-days or during the Off-Season (it being understood that any interviews conducted during the Off-Season shall be conducted at times mutually agreeable to the player and the Team or WNBA); and (viii) upon the reasonable request of the Team or the WNBA, consent to the wearing of a wireless microphone during games and/or practices (and the broadcast of such recording).

(b) The Player shall perform her duties and responsibilities at such place or places and at such times as may be reasonably designated by the Team or WNBA consistent with the terms of the CBA.

3. Compensation

(a) As full compensation for her services under this Contract and the rights granted to the Team and the WNBA under this Contract, the Player shall receive the Base Salary set forth in Exhibit 1, which shall be payable in U.S. dollars in equal, semi-monthly installments beginning on or about June 1 (but in no event more than two weeks after the start of the Regular Season) and ending on or about September 15.

(b) The Player shall be eligible to receive certain bonuses (related to individual and/or Team performance) during the term of the CBA in accordance with Article IX of the CBA.

4. Termination

This Contract is subject to the termination provisions provided for in Article V, Section 6 of the CBA.

5. Promotional Appearances

The Player will make herself available for the promotional appearances required under Article XXIV of the CBA.

6. Licensing and Marketing

(a) The Player hereby grants to WNBA Enterprises the right to use her Player Attributes in the manner set forth in Article XXVI of the CBA and in the agreement between WNBA Enterprises and the WNBPA, made as of January 24, 2008 (the "License Agreement"), a copy of which will, upon her request, be furnished to the player. The player agrees to adhere to the terms of Article XXVI of the CBA and of the License Agreement.

(b) The Player agrees that the WNBA, WNBA Enterprises, and/or the Team may use the Player's name, nickname, and/or the Player's Player Attributes as such Player Attributes may be captured in game action footage or photographs, in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises or the Team that, without regard to whether such use includes sponsor identification, is intended to (i) promote (x) the Team, the WNBA, players and/or the sport of basketball, (y) any game or competition in which the Team or a group of players participates or (z) any telecast or broadcast of such game or competition and/or (ii) further the development, popularity or

growth of the WNBA, the Team and/or the sport of basketball (e.g., in connection with basketball clinics, "grass roots" programs and similar activities). WNBA Enterprises, the WNBA or the Team shall be entitled to use the Player's Player Attributes individually pursuant to the preceding sentence and shall not be required to use the Player's Player Attributes in a group or as one of multiple players; provided, however, that no such use made by WNBA Enterprises, the WNBA or the Team shall constitute an endorsement or testimonial by the Player of any product or service.

(c) The Player agrees that WNBA Enterprises, the WNBA and/or the Team shall have the right to take and use her Pictures in accordance with the provisions of Article XXVI of the CBA.

(d) The Player hereby assigns to the WNBPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively "WNBPA licensees") the right to use her Player Attributes in group licensing programs. Group licensing programs are defined as those licensing programs in which a WNBPA licensee utilizes a total of four (4) or more WNBA player images on products that are sold at retail or used as promotional or premium items. The Player retains the right to grant permission to a licensee to utilize her image if that licensee is not concurrently utilizing the images of three (3) or more other WNBA players on products that are sold at retail or are used as promotional or premium items. If the Player's inclusion in a particular WNBPA group licensing program is precluded by an individual exclusive endorsement agreement, and the Player provides the WNBPA with timely written notice of that preclusion, the WNBPA will exclude the Player from that particular program. In consideration for this assignment of rights, the WNBPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws or

Resolutions of the WNBPA. The WNBPA will use its best efforts to promote the use of WNBA Player Attributes in group licensing programs, to provide group licensing opportunities to all WNBA players, and to ensure that no entity utilizes the group licensing rights granted to the WNBPA without first obtaining a license from the WNBPA. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, or (b) the year in which this contract expires. Neither the Team nor the WNBA is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of the Player and the Players Association, and any breach of this paragraph by the Player or the Players Association shall not affect the contractual relationship between the Team and the Player. The WNBPA shall indemnify and hold harmless the Team, the WNBA, and WNBA Enterprises and its or their respective owners, directors, officers, agents, affiliates, successors, assigns and licensees from and against all liability and costs (including attorneys fees) arising out of any alleged breach of this paragraph 6(d), any WNBPA group licensing program or the acts and omissions of WNBPA licensees. The terms of this subparagraph apply unless, at the time of execution of this contract, the Player indicates by striking out this subparagraph (d) and marking her initials adjacent to the stricken language indicating her intention to not participate in any WNBPA group licensing program. Nothing in this subparagraph shall be construed to supersede, or otherwise alter in any way whatsoever the rights of the Team, WNBA Enterprises and the WNBA pursuant to this Contract, License Agreement or Article XXVI of the Collective Bargaining Agreement.

7. Representations and Warranties

The Player represents, warrants, covenants and agrees as follows:

(a) that she is not obligated to play basketball in or for any entity other than the Team during any WNBA Season during the term of this Contract (including any Option Year);

(b) that she is free to enter into and perform this Contract in accordance with its terms and, by doing so, she is not (and will not) violate any other agreement to which she is a party or by which she is bound;

(c) that as of the date of her execution of this Contract she is physically able to perform the services hereunder, and is not aware of any condition that may result in her becoming physically unable to perform the services hereunder (or, if she is not physically able to perform the services hereunder or is aware of a condition that may result in her becoming physically unable to perform the services hereunder, she has disclosed the foregoing to the Team); and

(d) that she has disclosed and submitted all sponsorship, endorsement and licensing agreements (including all agreements with respect to footwear with any financial terms redacted) to which she is a party in existence as of the date of her execution of this Contract and that copies of all such pre-existing agreements are attached to Exhibit 6 of this Contract.

8. WNBA Anti-Drug Program

The Player agrees to adhere to the requirements of the WNBA Anti-Drug Program set forth in Article XXI of the CBA, and recognizes that failure to adhere to those requirements may result in discipline, including fines and/or suspensions. The Player acknowledges that this Contract may be terminated in accordance with the express provisions of the Anti-Drug Program, and that any such termination will result in the Player's immediate dismissal and disqualification from any employment by the WNBA and any or its teams.

Notwithstanding any terms or provisions of the Contract (including any amendment hereto), in the event of such termination, all obligations of the Team, including obligations to pay Base Salary, shall cease, except the obligation of the Team to pay the Player's earned Base Salary to the date of termination.

9. Conduct

The Player agrees to adhere to the requirements set forth in Article XIV of the CBA, and recognizes that the failure to adhere to those requirements may result in reasonable discipline.

10. Hazardous Activity and Other Sports

The Player and the Team acknowledge and agree that the Player's participation in other sports or hazardous activities may impair or destroy her ability and skill as a basketball player. Accordingly, the Player agrees that she will not, without the written consent of the Team, engage in any sport or activity that a reasonable person would recognize as involving or exposing the participant to a substantial risk of bodily injury (including, but not limited to, motorcycling, auto racing, sky-diving, bungee-jumping, hang-gliding, in-line skating, skiing, boxing, wrestling, football, soccer, baseball, field or ice hockey, or lacrosse). Nothing contained in this Contract shall require the Player to obtain the written consent of the Team in order to participate in the sport of basketball in accordance with Article XVIII of the CBA or, as an amateur, in the sport of golf, tennis, handball, swimming, weight training, aerobics, distance running, hiking, biking, softball or volleyball, and other similar sports that a reasonable person would not recognize as involving or exposing the participant to a substantial risk of bodily injury.

11. Release

The Player hereby releases and waives every claim she may have, or that may arise, against the Team, the WNBA, every other WNBA Team, and all of their related entities, against all of their respective directors, officers, owners, stockholders, trustees, partners, employees, successors and assigns (excluding persons employed as players by a WNBA Team), against any person retained by the WNBA and/or the Players Association in connection with the Anti-Drug Program, and against any arbitrator retained by the WNBA and/or the Players Association under the terms of the CBA, howsoever caused or arising and whether or not by negligence, arising out of or in connection with (i) any injury that is subject to the provisions of Article XX of the CBA, (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice and/or any pre-season, Regular Season, and/or playoff game (on or adjacent to the playing floor or in or adjacent to any facility used for practices or games) or during the Player's performance of any of the services under this Contract, (iii) the testing procedures or the imposition of any penalties set forth in paragraph 8 hereof and in the Anti-Drug Program, or (iv) any injury suffered in the course of her employment as to which she has or would have a claim for workers' compensation benefits. The foregoing shall not apply to any claim of medical malpractice against a physician or other medical personnel.

12. Unique Skills

The Player represents and agrees that she has extraordinary and unique skill and ability as a basketball player, that the services to be rendered by her under this Contract cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of this Agreement will cause irreparable injury to the Team and its assignees and the WNBA. Therefore, if it is alleged by the Team that the Player: (i) is playing,

attempting or threatening to play, or negotiating for the purpose of playing basketball for any person, firm or organization other than the Team (a "Third Party") during any WNBA Season during the term of this Contract; (ii) negotiating or attempting to negotiate an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract; or (iii) has agreed or has entered into an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract, then, in each case, the Team and its assignees or the WNBA (in addition to any other remedies that may be available to them under this Contract or applicable law) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from playing basketball for any Third Party during any WNBA Season during the term of this Contract. In any suit, action, or arbitration proceeding brought to obtain such relief, the Player hereby waives her right, if any, to trial by jury, and, to the extent permitted by applicable law, waives her right, if any, to interpose any counterclaim or set-off for any cause whatsoever.

13. Dispute Resolution

In the event of any dispute arising between the Player and the WNBA or the Team relating to any matter arising under this Contract, or concerning the performance or interpretation thereof (except for a dispute arising under paragraph 12 hereof) such dispute shall be resolved in accordance with the grievance and arbitration or dispute resolution procedures set forth in the CBA.

14. Validity and Filing

(a) This Contract shall be valid and binding upon the Team and the Player immediately upon its execution.

(b) The Team agrees to file a copy of this Contract, and/or any amendment(s) thereto, with the President of the WNBA as soon as practicable by facsimile and overnight mail, but in no event may such filing be made more than forty-eight (48) hours after the execution of this Contract and/or amendment(s).

(c) If pursuant to league rules or the WNBA/WNBPA Collective Bargaining Agreement, the President disapproves this Contract (or amendment) within ten (10) days after the receipt thereof in her office by overnight mail, this Contract (or amendment) shall thereupon terminate and be of no further force or effect and the Team and the Player shall thereupon be relieved of their respective rights and liabilities thereunder. If the President's disapproval is subsequently overturned in any proceeding brought under the arbitration provisions of the WNBA/WNBPA Collective Bargaining Agreement (including any appeals), the Contract shall again be valid and binding upon the Team and the Player, and the President shall be afforded another ten-day period to disapprove the Contract (based on the Team's Room at the time the President's disapproval is overturned) as set forth in the foregoing sentence. The WNBA will promptly inform the Players Association if the President disapproves this Contract.

15. Assignment

The Team shall have the right to assign this Contract to any other WNBA team and the Player agrees to accept such assignment and to faithfully perform and carry out this contract with the same force and effect as if it had been entered into by the Player with the assignee team instead of with the Team.

16. General Matters

(a) With the exception of any Team Marketing and Promotional Agreement, this Contract (including any Exhibits hereto) contains the entire agreement between the parties

and, except as provided in the WNBA/WNBPA Collective Bargaining Agreement, sets forth all components of the Player's compensation from the Team or any Team Affiliate, and there are no other agreements or transactions of any kind (whether disclosed or undisclosed to the WNBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the WNBA): (i) concerning any future Extension or other amendment of this Contract or the entry into any new Player Contract, or (ii) involving compensation or consideration of any kind (including, without limitation, an investment or business opportunity) to be paid, furnished, or made available to the Player, or any person or entity controlled by, related to, or acting with authority on behalf of the Player, by the Team or any Team Affiliate.

(b) The Parties agree and acknowledge that this Contract is subject to all of the CBA's terms and provisions, and that all capitalized terms that are not otherwise defined in this Contract shall be defined in accordance with the definitions set forth in Article I of the CBA.

EXAMINE THIS CONTRACT AND ALL
EXHIBITS CAREFULLY BEFORE SIGNING

AGREED TO AND ACCEPTED:

The Player:

Signature: _____

Full Name (print): _____

Street Address: _____

City, State and Zip Code: _____

Social Security No.: _____

Telephone No.: _____

The Team:

By: _____

Title: _____

AGENT CERTIFICATION

(To be completed only if Player was represented by an agent who negotiated the terms of this Contract.)

I, the undersigned, having negotiated this Contract on behalf of _____, do hereby swear and certify, under penalties of perjury, that the terms of Paragraph 16(a) of this Contract are true and correct to the best of my knowledge and belief.

_____
Player Representative

State of _____

County of _____

On _____, before me personally came _____ and acknowledged to me that she/he had executed the foregoing Agent Certification.

_____
Notary Public

STANDARD PLAYER CONTRACT
Exhibit 1 — Base Salary

Player:

Date:

Season Base Salary

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 2 — Base Salary Protection

Player:

Date:

Season	Type of Protection	Amount of Protection	Additional Conditions or Limitations

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 3 — Prior Injury Exclusion

Player:

Date:

The Player's right to receive her Base Salary as set forth in Article V, Sections 7(a)(1) and 7(c) of the CBA or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe extent to which liability for Base Salary is limited or eliminated:

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 4 — Rookie Option

The Team shall have the option to extend the term of this Contract for one (1) twelve (12) month period beyond its initial term. Such option shall be exercisable by the Team, in its sole discretion, by written notice to the Player or her representative on or before the May 31 following the second WNBA Season covered by this Contract. If the Team decides to exercise the option pursuant to this Exhibit 4, the terms and conditions of the Contract for the Option Year will be the same as those for the third year of the Contract, except that the Base Salary paid to the Player for the Option Year shall be increased by an amount equal to fifteen percent (15%) of the Player's Base Salary for the second year of the Contract above the Player's Base Salary for the third year of the Contract. The exercise of this option by the Team shall in no way guarantee that the Player will make the Team (or earn any compensation and/or benefits) during the Option Year.

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 5 – Physical Exam

Player:

Team:

Date:

The Player and the Team agree that this Contract will be invalid and of no further force and effect unless the Player passes, in the sole discretion of a physician designated by the Team, a physical examination conducted in accordance with Article V, Section 14(i) of the CBA that is (i) conducted within three (3) business days of the execution of this Contract, and (ii) the results of which are reported by the Team to the Player within six (6) business days of the execution of this Contract. The Player agrees to supply complete and truthful information in response to all questions posed to her in connection with any such examinations (it being agreed that only questions reasonable and medically appropriate may be posed).

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 6 — Pre-existing Sponsorship, Endorsement and Licensing Agreements

Agreements with the following entities are attached to this Contract:

STANDARD PLAYER CONTRACT
Exhibit 7 – Sign and Trade

Player:

Team:

Date:

The Player and Team agree that this Contract will be invalid and of no force and effect unless the Contract is traded to the [assignee team] within forty-eight (48) hours of its execution, and all conditions to such trade are ultimately satisfied.

Initialed:

_____ _____
Player Team

EXHIBIT 2

WNBA ANTI-DRUG PROGRAM

Section 1. Definitions.

As used herein the following terms shall have the following meanings:

(a) "Agreement" means the Collective Bargaining Agreement entered into between the WNBA and the Players Association on January 24, 2008.

(b) "Authorization for Testing" shall mean a notice issued by the Independent Expert pursuant to the provisions of Section 5 below in the form annexed hereto as Exhibit A.

(c) "Come Forward Voluntarily" shall mean that a player has directly communicated to the WNBA, the Players Association, or the Medical Director her desire to enter the Program and seek treatment for a problem involving the use of a Prohibited Substance.

(d) "Counselors" or "Anti-Drug Counselors" shall mean the persons, if any, selected by the Medical Director to provide counseling and other treatment to players in the Program.

(e) "Diuretics" shall mean any of the substances listed as diuretics on Exhibit B annexed hereto.

(f) "Drugs of Abuse" shall mean any of the substances listed as drugs of abuse on Exhibit B annexed hereto.

(g) "Drugs of Abuse Program" shall mean (i) the testing program for Drugs of Abuse set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for Drugs of Abuse established by the Medical Director (after consultation with the WNBA and the Players Association), which may contain such elements — including, but not limited to, urine, blood, breath, or other testing for Prohibited Substances other than SPEDs — as may be determined by the Medical Director in his or her professional judgment.

(h) "First-Year Player" shall mean a player who is a party to a Standard Player Contract and who, prior to the then-current Season, has not been on the roster of a WNBA Team following the first game of a Regular Season.

(i) "In-Patient Facility" shall mean such treatment center or other facility as may be selected by the Medical Director and agreed upon by the WNBA and the Players Association.

(j) "Independent Expert" or "Expert" shall mean the person selected by the WNBA and the Players Association in accordance with Section 2(b) below.

(k) "Marijuana Program" shall mean (i) the testing program for marijuana set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for marijuana established by the Medical Director (after consultation with the WNBA and the Players Association), which program may contain such elements — including, but not limited to urine, blood, breath, or other testing for Prohibited Substances other than SPEDs — as may be determined by the Medical Director in his or her professional judgment.

(l) "Medical Director" shall mean the person selected by the WNBA and the Players Association in accordance with Section 2(a) below.

(m) "Prohibited Substance" shall mean any of the substances listed on Exhibit B annexed hereto and any other substance added to such Exhibit under the provisions of Section 15 below.

(n) "Program" shall mean this Anti-Drug Program, and shall include the Drugs of Abuse Program, the Marijuana Program, and the SPED Program.

(o) "Prohibited Substances Committee" shall mean the committee selected by the WNBA and the Players Association in accordance with Section 2(d) below.

(p) "SPED" shall mean any of the steroids, performance-enhancing drugs and masking agents listed on Exhibit B annexed hereto.

(q) "SPED Program" shall mean (i) the testing program for SPEDs set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for SPEDs established by the Medical Director (after consultation with the WNBA and the Players Association), which may contain such elements — including, but not limited to, urine, blood, breath or other testing for SPEDs (but not for any other Prohibited Substance) — as may be determined by the Medical Director in his or her professional judgment.

(r) "Tender" shall mean an offer of a Standard Player Contract, signed by the Team, that is either personally delivered to the player or her representative or sent by prepaid certified, registered, or overnight mail to the last known address of the player or her representative.

(s) "Veteran Player" shall mean any player who is not a First-Year Player.

All other capitalized terms shall be defined in accordance with the definitions set forth in the Agreement.

Section 2. Administration.

(a) The WNBA and the Players Association shall jointly select a Medical Director who shall be a person experienced in the field of testing and treatment for substance abuse. The Medical Director shall have the responsibility, among other duties, for selecting and supervising any Counselors and other personnel necessary for the effective implementation of the Program, for evaluating and treating players subject to the Program, and for otherwise managing and overseeing the Program, subject to the control of the WNBA and the Players Association.

(b) The WNBA and the Players Association shall jointly select an Independent Expert who shall be a person experienced in the field of substance abuse detection and enforcement and shall have the responsibility for issuing Authorizations for Testing in accordance with Section 5 below.

(c) The Medical Director and the Independent Expert shall each serve for the duration of the Agreement, unless either the WNBA or the Players Association has, by March 1 of any year covered by the Agreement, served written notice of discharge upon the other party and, as appropriate, the Medical Director and/or the Independent Expert. Such notice of discharge shall be effective as of the immediately following March 31; provided, however, that if the parties do not reach agreement by such March 31 as to who shall serve thereafter as the Medical Director and/or the Independent Expert, as the case may be, each party shall, by the immediately following April 1, appoint a person who shall have no relationship to or affiliation with that party. Such persons shall then have until the immediately following May 1 to agree on the appointment of a new Medical Director and/or Independent Expert. Until a new Medical Director and/or Independent Expert has been appointed, the previous Medical Director and/or Independent Expert shall continue to serve.

(d) (i) The WNBA and the Players Association shall form a Prohibited Substances Committee, which shall be comprised of one representative from the WNBA, one representative from the Players Association, and three individuals jointly selected by the WNBA and the Players Association who shall be experts in the field of testing and treatment for drugs of abuse and performance-enhancing substances. The members of this Committee shall serve for the duration of the Agreement, unless the WNBA and the Players Association agree otherwise.

(ii) The members of the Prohibited Substances Committee shall meet (either in person or by conference call) at least once each Season and once each Off-Season (the "Annual Meetings"). The Annual Meetings shall be scheduled by the WNBA after consultation with the Players Association. At the Annual Meetings, the Committee shall review the Program's list of Prohibited Substances, and discuss general anti-doping issues (including, but not limited to, advances in drug testing science and technology, and modifications to relevant anti-doping policies of other sports organizations). The Committee shall also make recommendations to the WNBA and Players Association for changes to the list of Prohibited Substances (including the determination of laboratory analysis cutoff levels).

(iii) As of March 1, 2008, and as of each successive March 1, either of the parties to this Agreement may discharge any jointly-selected member of the Prohibited Substances Committee by serving thirty (30) days' prior notice upon him and upon the other party to this Agreement. In the case of such discharge, or in the event a Committee member resigns, and if the parties are unable to agree on a replacement Committee member within thirty (30) days, then the parties shall request a list of seven (7) names of potential replacements prepared by the Medical Director and any remaining jointly-selected Committee members, and, within seven (7) days, shall select the necessary replacement by alternately striking names from the list until only one (1) remains.

(e) Unless specifically stated otherwise herein, all costs of the Program in excess of those covered by any insurance plan provided for players by the WNBA, including the fees and expenses of the Medical Director, the Independent Expert, and the Prohibited

Substances Committee, and the fees and expenses incurred in conducting testing pursuant to Sections 5, 6, or 7, below shall be assumed by the WNBA.

(f) Any and all disputes arising hereunder shall be resolved in accordance with Article XXII of the Agreement; provided, however, that in any challenge to a decision, recommendation, or other conduct of the Medical Director, Independent Expert, or Prohibited Substances Committee, or in any challenge to an action or process over which the Medical Director has supervision, the Arbitrator shall apply an "arbitrary and capricious" standard of review; and provided further that nothing in this Section 2(f) shall limit or otherwise affect Paragraph 11 of the Standard Player Contract.

Section 3. Confidentiality.

(a) Other than as reasonably required in connection with the suspension or disqualification of a player, the WNBA, WNBA Teams, and the Players Association, and all of their members, affiliates, agents, consultants, and employees, are prohibited from publicly disclosing information about the diagnosis, treatment, prognosis, test results, compliance, or the fact of participation of a player in the Program ("Program Information"). If a player is suspended or disqualified for conduct involving a Drug of Abuse or marijuana, the WNBA shall not publicly disclose the particular Prohibited Substance involved, absent the agreement of the Players Association or the prior disclosure of such information by the player (or by a person authorized by the player to disclose such information). If a player is suspended or disqualified for conduct involving a SPED, the particular SPED shall be publicly disclosed along with the announcement of the applicable penalty.

(b) The Medical Director and the Counselors and all of their affiliates, agents, consultants, and employees, are prohibited from publicly disclosing Program Information;

provided, however, that the Medical Director shall not be prohibited from disclosing such information to the WNBA and the Players Association.

(c) The Independent Expert is prohibited from publicly disclosing any information supplied to him or her by the WNBA or the Players Association pursuant to Section 5 below.

(d) Members of the Prohibited Substances Committee are prohibited from publicly disclosing any information obtained by them in connection with their duties as Committee members. If a jointly-selected member of the Committee violates this Section 3(d), he or she shall be immediately discharged from the Committee.

(e) Any Program Information that is publicly disclosed (i) under Section 3(a) above, (ii) by the player, (iii) with the player's authorization, or (iv) through release by sources other than the WNBA, WNBA Teams, the Players Association, the Medical Director, the Counselors, the Independent Expert, or the Prohibited Substances Committee, or any of their members, affiliates, agents, consultants, and employees, will, after such disclosure, no longer be subject to the confidentiality provisions of this Section 3.

(f) Other than as reasonably required by the Reasonable Cause Testing procedure set forth in Section 5 below, neither the WNBA nor the Players Association shall divulge to any other person or entity (including their respective members, affiliates, agents, consultants, employees, and the player and such player's Team):

(i) that it has received information regarding the use, possession, or distribution of a Prohibited Substance by a player;

(ii) that it is considering requesting, has requested, or has had a conference with the Independent Expert concerning the suspected use, possession, or distribution of a Prohibited Substance by a player;

(iii) any information disclosed to the Independent Expert; or

(iv) the results of any conference with the Independent Expert.

(g) Notwithstanding anything to the contrary contained in Section 3 (a)-(f) above, the WNBA and the Players Association shall promptly advise and make available to each other all information either of them may have in their possession, custody, or control that provides cause to believe that a player is engaged in the use, possession, or distribution of a Prohibited Substance.

(h) Nothing contained in this Section 3 shall prohibit an employee of a WNBA Team from providing to the WNBA information concerning whether a player is engaged in the use, possession, or distribution of a Prohibited Substance.

Section 4. Testing.

(a) Testing conducted pursuant hereto, whether by the WNBA or the Medical Director, shall be conducted in compliance with scientifically accepted analytical techniques. Such testing shall also comply with the collection procedures described in Exhibit C annexed hereto and such additional procedures and protocols as may be established by the WNBA (after consultation with the Players Association) or the Medical Director (after consultation with the WNBA and the Players Association). The WNBA (after consultation with the Players Association) and the Medical Director (after consultation with the WNBA and the Players Association) are each authorized to retain such consultants and support services as are necessary and appropriate to administer and conduct such testing.

(b) All tests conducted pursuant hereto shall be analyzed by laboratories selected by the WNBA and the Players Association, approved by the Medical Director, and certified by the World Anti-Doping Agency, the Substance Abuse and Mental Health Services Administration (SAMHSA), or the International Olympic Committee.

(c) Any test conducted pursuant hereto will be considered "positive" for a Prohibited Substance under the following circumstances:

(i) If the test is for a Prohibited Substance other than a SPED or Diuretic and it is confirmed by laboratory analysis at the levels established at the time of the test by the SAMHSA; provided, however, if there is no confirmatory level established by SAMHSA for one or more of such Prohibited Substances at the time of the test, then the level for such Prohibited Substance shall be: amphetamines and their analogs — 500 ng/ml; cocaine metabolites — 150 ng/ml; LSD — 200 pg/ml; marijuana metabolites — 15 ng/ml; MDMA — 500 ng/ml; opiate metabolites — 2,000 ng/ml; heroin metabolite (6-acetylmorphine) — 10 ng/ml (only if the opiate metabolites are in excess of 2,000 ng/ml); phencyclidine — 25 ng/ml.

(ii) If the test is for a SPED, and it is confirmed by laboratory analysis at the levels set forth in Exhibit D annexed hereto.

(iii) If a player refuses to submit to a test or cooperate fully with the testing process, without a reasonable explanation satisfactory to the Medical Director; provided, however, that the WNBA will use its best efforts (A) to have the drug testing collectors immediately notify the WNBA when any player refuses to submit to a test or cooperate fully with the testing process, and (B) to provide such information to the Players Association as soon as possible thereafter; and provided, further, that (C)

following any player's refusal to submit to a test or failure to cooperate fully with the testing process, the drug testing collector shall wait ninety (90) minutes at the collection site, and (D) if the player submits to the test and cooperates fully with the testing process within such additional time, then her earlier refusal or failure to cooperate shall be excused and the test shall not be deemed positive under this Section 4(c).

(iv) If the player fails to submit to a scheduled test without a reasonable explanation satisfactory to the Medical Director.

(v) If the player attempts to substitute, dilute, or adulterate a specimen sample or in any other manner alter a test result (other than by testing positive for a Diuretic).

(vi) If the test is positive for a Diuretic, and it is confirmed by laboratory analysis at any detectable level.

(d) The WNBA shall promptly notify the Players Association of any positive test conducted by the WNBA, and shall thereafter notify the player. The Medical Director shall promptly notify the WNBA and the Players Association of any positive test conducted by the Medical Director; provided, however, that if the positive test will result in a penalty to be imposed on the player, the Medical Director shall notify the WNBA and the Players Association of the positive test result and the WNBA shall thereafter notify the player of such result and such penalty.

(e) Any player who is notified of a positive test pursuant to Section 4(d) above may, within five (5) business days of such notification, inform the WNBA and the Players Association that she requests testing of the split or "B" sample of her specimen. Any such test shall be subject to the provisions of this Section 4 and shall be performed within ten (10)

business days of the player's request. The test of the "B" sample will be performed at a laboratory other than the laboratory that performed the test on the original or "A" sample.

(f) Any positive test pursuant to Sections 4(c)(i), (ii), or (vi) above shall be reviewed by the Medical Director. If the Medical Director determines, in his or her professional judgment, that there is a valid alternative medical explanation for such positive test result, then the test shall be deemed negative.

(g) If the test result for any player is reported by the laboratory as "invalid" "endogenous steroids abnormally low or absent," or a similar designation, the WNBA shall promptly notify the Players Association, and shall thereafter notify the player. In the event of such a test result, the player shall be required to submit to another test on a date determined by the WNBA that is not more than thirty (30) days after the date of the original test (the "Re-Test"). If the Re-Test results in (i) a positive test for a Drug of Abuse or a positive test under Section 4(c)(iii), (iv) or (v) above, the player shall be immediately be dismissed and disqualified from any association with the WNBA or its Teams in accordance with the provisions of Section 11(a) below; (ii) a positive test for marijuana, the player shall suffer the applicable consequences set forth in Section 8 below; or (iii) a positive test for a SPED or Diuretic, the player shall suffer the applicable consequences set forth in Section 9 below. The original test will not be counted towards the number of tests to be administered to that player for that Season under Section 6 (Random Testing) below.

Section 5. Reasonable Cause Testing or Hearing.

(a) In the event that either the WNBA or the Players Association has information that gives it reasonable cause to believe that a player is engaged in the use, possession, or distribution of a Prohibited Substance, including information that a First-Year Player may have been engaged in such conduct during the period beginning three (3) months

prior to her entry into the WNBA, such party shall request a conference with the other party and the Independent Expert, which shall be held within twenty-four (24) hours or as soon thereafter as the Expert is available. Upon hearing the information presented, the Independent Expert shall immediately decide whether there is reasonable cause to believe that the player in question has been engaged in the use, possession, or distribution of a Prohibited Substance. If the Independent Expert decides that such reasonable cause exists, the Expert shall thereupon issue an Authorization for Testing with respect to such player.

(b) In evaluating the information presented to him or her, the Independent Expert shall use his or her independent judgment based upon his or her experience in substance abuse detection and enforcement. The parties acknowledge that the type of information to be presented to the Independent Expert is likely to consist of reports of conversations with third parties of the type generally considered by law enforcement authorities to be reliable sources, and that such sources might not otherwise come forward if their identities were to become known. Accordingly, neither the WNBA nor the Players Association shall be required to divulge to each other or to the Independent Expert the names (or other identifying characteristics) of their sources of information regarding the use, possession, or distribution of a Prohibited Substance, and the absence of such identification of sources, standing alone, shall not constitute a basis for the Expert to refuse to issue an Authorization for Testing with respect to a player. In conferences with the Independent Expert, the player involved shall not be identified by name until such time as the Expert has determined to issue an Authorization for Testing with respect to such player.

(c) Immediately upon the Independent Expert's issuance of an Authorization for Testing with respect to a particular player, the WNBA shall arrange for such player to undergo testing for Drugs of Abuse (if the Authorization for Testing was based on information

regarding the use, possession, or distribution of a Drug of Abuse), for marijuana (if the Authorization for Testing was based on information regarding the player's use, possession, or distribution of marijuana), or for SPEDs (if the Authorization for Testing was based on information regarding the player's use, possession, or distribution of a SPED) no more than four (4) times during the six-week period commencing with the issuance of the Authorization for Testing. Such testing may be administered at any time, in the discretion of the WNBA, without prior notice to the player.

(d) In the event that the player tests positive for a Drug of Abuse pursuant to this Section 5, or tests positive pursuant to Section 4(c)(iii), (iv) or (v) above in connection with testing conducted pursuant to this Section 5, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below. If the player tests positive for marijuana or a SPED pursuant to this Section 5, she shall enter the Program and suffer the applicable consequences set forth in Sections 8 or 9 below, as the case may be. If a player tests positive for a Diuretic, she shall suffer the applicable consequences of a positive test for the Prohibited Substance for which the Authorization for Testing was issued.

(e) In the event that either the WNBA or the Players Association determines that there is sufficient evidence to demonstrate that, within the previous year, a player has engaged in the use, possession, or distribution of a Prohibited Substance, or has received treatment for use of a Prohibited Substance other than in accordance with the terms hereof, it may, in lieu of requesting the testing procedure set forth in Section 5 (a)-(d) above, request a hearing on the matter before the Arbitrator. If the Arbitrator concludes that, within the previous year, the player has used, possessed, or distributed a Prohibited Substance, or has received

treatment other than in accordance with the terms hereof, the player shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below, notwithstanding the fact that the player has not undergone the testing procedure set forth in this Section 5; provided, however, that if the Arbitrator concludes that the player has used or possessed marijuana or a SPED, she shall enter the Program and suffer the applicable consequences set forth in Sections 8 or 9, as the case may be.

Section 6. Random Testing.

(a) In addition to the testing procedures set forth in Section 5 above, a Player shall be required to undergo testing for Prohibited Substances at any time, without prior notice to the player; provided, however, that no player may be tested more than three (3) times each Season. The maximum number of tests for Prohibited Substances to be conducted during a Season shall be calculated as follows:

STEP 1: Multiply (x) the number of WNBA Teams scheduled to play games during such Season, by (y) the maximum number of players that may be maintained on a Team's roster during such Season.

STEP 2: Multiply the result in Step 1 by 2.5.

The scheduling of testing and collection of urine samples will be conducted according to a random player selection procedure by a third-party organization, and neither the WNBA, the Players Association, any Team or any player will have any involvement in selecting the players to be tested or will receive prior notice of the testing schedule; provided, however, that it shall not be a violation of the foregoing for the third-party organization (or a specimen collector for the same) to provide advance notice of a scheduled collection to an WNBA Team Security Representative, so long as such notice does not identify the player(s) who will be tested and seeks merely to facilitate access of the collector to the testing location.

(b) (i) In the event that a First-Year Player tests positive for a Drug of Abuse pursuant to this Section 6, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams for a period of one (1) year, her Player Contract (and any Marketing and Promotional Agreement to which she may be a party) shall be rendered null and void and of no further force or effect; and she shall enter Stage 1 of the Drugs of Abuse Program. Such dismissal and disqualification shall be mandatory and may not be rescinded or reduced by the player's Team or the WNBA.

(ii) During any period while a First-Year Player is dismissed and disqualified from the WNBA under Section 6(b)(i) above, and so long as such player is in compliance with her in-patient or aftercare obligations under the Program (as determined by the Medical Director), she shall receive from her Team a reasonable and necessary living expense stipend to be agreed upon by the WNBA and the Players Association which (A) shall not exceed twenty-five percent (25%) of the Base Salary that the player would otherwise have been entitled to earn for the period of her dismissal and disqualification and (B) shall not be payable for more than one (1) year from the date of such dismissal and disqualification (but in no event following the expiration of the Agreement).

(iii) Any First-Year Player who tests positive for marijuana or a SPED pursuant to this Section 6, shall suffer the applicable consequences set forth in Sections 8 or 9 below, as the case may be. Any First-Year Player who tests positive for a Diuretic pursuant to this Section 6, shall suffer the applicable consequences set forth in Section 9 below.

(c) In the event that a Veteran Player tests positive for a Drug of Abuse pursuant to this Section 6, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its teams in accordance with the provisions of Section 11(a) below. If the player tests positive for marijuana or a SPED pursuant to this Section 6, she shall enter the Program and suffer the applicable consequences set forth in Sections 8 or 9 below, as the case may be. If the player tests positive for a Diuretic pursuant to this Section 6, she shall enter the SPED Program and suffer the applicable consequences set forth in Section 9 below.

(d) In the event that any player tests "positive" pursuant to Section 4(c)(iii), (iv) or (v) above in connection with testing conducted pursuant to this Section 6, that positive test result shall be considered a positive test result for a Drug of Abuse, and the player shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

Section 7. Drugs of Abuse Program.

(a) **Voluntary Entry.**

(i) A player may enter the Drugs of Abuse Program voluntarily at any time by Coming Forward Voluntarily for a problem involving the use of a Drug of Abuse; provided, however, that a player may not Come Forward Voluntarily (A) until she has signed a Standard Player Contract and been selected in a WNBA Draft or invited to a training camp; (B) during any period in which an Authorization for Testing as to that player remains in effect pursuant to Section 5 above; (C) during any period in which she remains subject to in-patient or aftercare treatment in Stage 1 of the Drugs of Abuse Program; or (D) after she has reached Stage 2 of the Drugs of Abuse Program.

(ii) If a player who has not previously entered the Drugs of Abuse Program Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, she shall enter Stage 1 of the Drugs of Abuse Program.

(iii) If a player who has not previously entered Stage 2 of the Drugs of Abuse Program, but who has been notified by the Medical Director that she has successfully completed Stage 1 of that Program, Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, she shall enter Stage 2 of the Drugs of Abuse Program.

(iv) No penalty of any kind will be imposed on a player as a result of having Come Forward Voluntarily for a problem involving the use of a Drug of Abuse. The foregoing sentence shall not preclude the imposition of a penalty under Section 7(c)(iv) below as a result of the player's entering Stage 2 of the Drugs of Abuse Program, or any penalty called for hereunder as a result of conduct by the player that occurs after she has Come Forward Voluntarily.

(b) **Stage 1.**

(i) Any player who has entered Stage 1 of the Drugs of Abuse Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director.

(ii) If a player, within ten (10) days of the date on which she was notified that she had entered Stage 1 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director)

with any of the obligations set forth in Section 7(b)(i) above, she shall be suspended until such time as the Medical Director determines that she has fully complied with Section 7(b)(i) above. If such noncompliance continues without a reasonable excuse (in the professional judgment of the Medical Director) for thirty (30) days from the date on which the player was notified that she had entered Stage 1 of the Drugs of Abuse Program, the player shall, following notice of the player's non-compliance by the Medical Director to the WNBA and then by the WNBA to the player's Team (notwithstanding the provisions of Section 3 above) (A) advance to Stage 2 of the Drugs of Abuse Program, or (B) the player's Team may, notwithstanding any term or provision in or amendment to the player's Standard Player Contract or any Marketing and Promotional Agreement to which she may be a party, elect to terminate such Contract and/or Agreement without any further obligation to pay any Base Salary or Additional Marketing and Promotional Compensation, except to pay the Base Salary and any Additional Marketing and Promotional Compensation that may have been earned by the player prior to the date of termination.

(iii) Except as provided herein, no penalty of any kind will be imposed on a player while she is in Stage 1 of the Drugs of Abuse Program and, provided she complies with the terms of her prescribed treatment, she will continue to receive her Base Salary during the term of her treatment for a period of up to two (2) months of care in an In-Patient Facility and such aftercare as may be required by the Medical Director.

(c) **Stage 2.**

(i) Any player who has entered Stage 2 of the Drugs of Abuse Program shall be required to submit to an evaluation by the Medical Director, provide (or

cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director.

(ii) If a player, within thirty (30) days of the date on which she was notified that she had entered Stage 2 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in Section 7(c)(i) above, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

(iii) A player in Stage 2 of the Drugs of Abuse Program shall be suspended during the period of her in-patient treatment and for at least the first three (3) months of her aftercare treatment. The player shall remain suspended during any subsequent period in which she is undergoing treatment that, in the professional judgment of the Medical Director, prevents her from rendering the playing services called for by her Standard Player Contract.

(iv) Any subsequent use, possession, or distribution of a Drug of Abuse by a player in Stage 2, even if voluntarily disclosed, or any conduct by a player in Stage 2 that results in her advancing one Stage in the Drugs of Abuse Program, shall result in the player being immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

(d) **Treatment and Testing Program.**

A player who enters the Drugs of Abuse Program shall be required to comply with such in-patient and aftercare program as may be prescribed and supplemented from time to

time by the Medical Director. Such program may include random testing for Prohibited Substances other than SPEDs, and for alcohol, and such non-testing elements as may be determined in the professional judgment of the Medical Director.

Section 8. Marijuana Program.

(a) **Voluntary Entry.**

(i) A player may enter the Marijuana Program voluntarily at any time by Coming Forward Voluntarily; provided, however, that a player may not Come Forward Voluntarily for a problem involving the use of marijuana (A) until she has signed a Standard Player Contract and been selected in a WNBA Draft or invited to a training camp; (B) during any period in which an Authorization for Testing as to that player remains in effect pursuant to Section 5; or (C) during any period in which she remains subject to in-patient or aftercare treatment in the Marijuana Program.

(ii) If a player who has not previously entered the Marijuana Program, or a player who has been notified by the Medical Director that she has successfully completed that Program, Comes Forward Voluntarily for a problem involving the use of marijuana, she shall enter the Marijuana Program.

(iii) No penalty of any kind will be imposed on a player as a result of having Come Forward Voluntarily for a problem involving the use of marijuana. The foregoing sentence shall not preclude the imposition of any penalty called for hereunder as a result of conduct by the player that occurs after she has Come Forward Voluntarily.

(b) **Treatment**.

(i) A player who enters the Marijuana Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director

may request, and commence the treatment and testing program prescribed by the Medical Director. Such program may include random testing for Prohibited Substances other than SPEDs, and for alcohol, and such non-testing elements as may be determined in the professional judgment of the Medical Director.

(ii) If a player, within five (5) days of the date on which she was notified that she had entered the Marijuana Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in the first sentence of Section 8(b)(i) above, she shall be fined $2,000; if the player thereafter fails to comply, without a reasonable excuse, with such obligations (in the professional judgment of the Medical Director) within eight (8) days of such notification, she shall be fined an additional $2,000; and for each additional day beyond the 8th day that the player, without a reasonable excuse, fails to comply with such obligations (in the professional judgment of the Medical Director), she shall be fined an additional $2,000. The total amount of such fines may not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(c) **Penalties**.

Any player who (i) tests positive for marijuana pursuant to Section 5 (Reasonable Cause Testing), Section 6 (Random Testing), or Section 14 (Additional Bases for Testing), (ii) is adjudged by the Arbitrator pursuant to Section 5(e) to have used or possessed marijuana, or (iii) has been convicted of (including a plea of guilty, no contest or nolo contendere to) the use or possession of marijuana in violation of the law, shall suffer the following penalties:

(A) For the first such violation, the player shall be required to enter the Marijuana Program;

(B) For the second such violation, the player shall be suspended for three (3) games and, if the player is not then subject to in-patient or aftercare treatment in the Marijuana Program, be required to enter the Marijuana Program;

(C) For the third such violation, the player shall be suspended for five (5) games and, if the player is not then subject to in-patient or aftercare treatment in the Marijuana Program, be required to enter the Marijuana Program; and

(D) For any subsequent violation, the player shall be suspended for three (3) games longer than her immediately preceding suspension for violating the Marijuana Program and, if the player is not then subject to in-patient or aftercare treatment in the Marijuana Program, be required to enter the Marijuana Program.

Section 9. Steroids, Performance-Enhancing Drugs and Masking Agents Program.

(a) **Voluntary Entry.**

(i) A player may enter the SPED Program voluntarily at any time by Coming Forward Voluntarily; provided, however, that a player may not Come Forward Voluntarily for a problem involving the use of a SPED (A) until she has signed a Standard Player Contract and been selected in a WNBA Draft or invited to a training camp; (B) during any period in which an Authorization for Testing as to that player remains in effect pursuant to Section 5 below; or (C) during any period in which she remains subject to in-patient or aftercare treatment in the SPED Program.

(ii) If a player who has not previously entered the SPED Program, Comes Forward Voluntarily for a problem involving the use of a SPED, she shall enter the SPED Program.

(iii) No penalty of any kind will be imposed on a player as a result of having Come Forward Voluntarily for a problem involving the use of a SPED. The foregoing

sentence shall not preclude the imposition of any penalty called for hereunder as a result of conduct by the player that occurs after she has Come Forward Voluntarily.

(b) **Treatment**.

(i) A player who enters the SPED Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director. Such program may include random testing for SPEDs and such non-testing elements as may be determined in the professional judgment of the Medical Director.

(ii) If a player, within five (5) days of the date on which she was notified that she had entered the SPED Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in the first sentence of Section 9(b)(i) above, she shall be fined $2,000; if the player, without a reasonable excuse, thereafter fails to comply with such obligations (in the professional judgment of the Medical Director) within eight (8) days of such notification, she shall be fined an additional $2,000; and for each additional day beyond the 8th day that the player, without a reasonable excuse, fails to comply with such obligations (in the professional judgment of the Medical Director), she shall be fined an additional $2,000. The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(c) **Penalties**.

Any player who (i) tests positive for a SPED pursuant to Section 5 (Reasonable Cause Testing), Section 6 (Random Testing), or Section 14 (Additional Bases for Testing), or (ii)

is adjudged by the Arbitrator pursuant to Section 5(e) above to have used or possessed a SPED, shall suffer the following penalties:

(A) For the first such violation, the player shall be suspended for five (5) games and be required to enter the SPED Program;

(B) For the second such violation, the player shall be suspended for ten (10) games and, if the player is not then subject to in-patient or aftercare treatment in the SPED Program, be required to enter the SPED Program;

(C) For the third such violation, the player shall be suspended for one (1) year from the date of such violation and, if the player is not then subject to in-patient or aftercare treatment in the SPED Program, be required to enter the SPED Program; and

(D) For the fourth such violation, the player shall be immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

Section 10. Noncompliance with Treatment.

(a) **Drugs of Abuse**.

(i) Any player who, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with her treatment or her aftercare program, as prescribed and determined by the Medical Director, shall be suspended. Such suspension shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program.

(ii) Notwithstanding Section 10(a) above, any player who in the professional judgment of the Medical Director, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with her treatment program through (A) a pattern of behavior that demonstrates a mindful disregard for her treatment

responsibilities, or (B) a positive test for a Prohibited Substance other than a SPED that is not clinically expected by the Medical Director, shall suffer the following penalties:

(A) if the player is in Stage 1 of the Drugs of Abuse Program, she shall advance to Stage 2 and be suspended until, in the professional judgment of the Medical Director, she has resumed full compliance with her treatment program; or

(B) if the player already is in Stage 2 of the Drugs of Abuse Program, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

(b) **Marijuana**.

(i) Any player who, after entering the Marijuana Program, fails to comply (without a reasonable excuse) with her treatment program as prescribed and determined by the Medical Director, shall be fined $300 for each day that she fails to comply. Such fines shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program. The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(ii) Notwithstanding Section 10(b)(i) above, any player who, after entering the Marijuana Program, fails to comply with her treatment program as prescribed and determined by the Medical Director through (A) a pattern of behavior that demonstrates a mindful disregard for her treatment responsibilities, or (B) a positive test for marijuana that is not clinically expected by the Medical Director, shall suffer the following penalties:

(A) if the player has not previously been suspended for three (3) games under Section 8(c) above or this Section 10(b)(ii), a suspension of three (3) games;

(B) if the player has previously been suspended for three (3) games under Section 8(c) above or this Section 10(b)(ii), a suspension of five (5) games; or

(C) if the player has previously been suspended for five (5) or more games under Section 8(c) or this Section 10(b)(ii), a suspension that is at least three (3) games longer than her immediately-preceding suspension and that shall continue until, in the professional judgment of the Medical Director, the player resumes full compliance with her treatment program.

(iii) In addition to any consequence to the player under Section 10(b)(ii) above, any player who has entered the Marijuana Program but not the Drugs of Abuse Program, and tests positive for a Drug of Abuse in any test conducted by the Medical Director, shall enter Stage 1 of the Drugs of Abuse Program.

(c) **SPEDs**.

(i) Any player who, after entering the SPED Program, fails to comply (without a reasonable excuse) with her treatment program as prescribed and determined by the Medical Director, shall be fined $1,000 per day for each day that she fails to comply. Such fines shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program. The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(ii) Notwithstanding Section 10(c)(i) above, any player who, after entering the SPED Program, fails to comply with her treatment program as prescribed and determined by the Medical Director through (A) a pattern of behavior that demonstrates a mindful disregard of her treatment responsibilities, or (B) a positive test for a SPED that is not clinically expected by the Medical Director, shall suffer the following penalties:

(1) if the player has not previously been suspended for five (5) games under Section 9(c) above or this Section 10(c)(ii), a suspension of five (5) games;

(2) if the player has previously been suspended for five (5) games under Section 9(c) above or this Section 10(c)(ii), a suspension of ten (10) games;

(3) if the player has previously been suspended for ten (10) games under Section 9(c) above or this Section 10(c)(ii), a suspension of one (1) year from the date of the violation; or

(4) if the player has previously been suspended for one (1) year under Section 9(c) above or this Section 10(c)(ii), the player shall be immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) below.

(d) **Directed Testing**.

Any player who, after entering the Program, and without a reasonable explanation satisfactory to the Medical Director, (i) fails to appear for any of her Team's scheduled games, or (ii) misses, during any consecutive seven-day (7) period, any two (2) airplane flights on which

her team is scheduled to travel, any two (2) Team practices, or a combination of any one (1) practice and any one (1) Team flight, shall immediately submit to a urine test to be arranged by the WNBA and conducted by a third-party organization. If any test conducted pursuant to this Section 10(d) is positive: (i) for a Drug of Abuse or pursuant to Section 4(c)(iii), (iv) or (v) above (for a player in the Drugs of Abuse Program), then the player shall suffer the applicable consequence set forth in Section 10(a)(ii) above; (ii) for marijuana or pursuant to Section 4(c)(iii), (iv) or (v) above (for a player in the Marijuana Program), then the player shall suffer the applicable consequence set forth in Section 10(b)(ii) above; or (iii) for a SPED or pursuant to Section 4(c)(iii), (iv) or (v) above (for a player in the SPED Program), then the player will suffer the applicable consequence set forth in Section 10(c)(ii) above. If any test conducted pursuant to this Section 10(d) is positive for a Diuretic, then the player shall suffer the applicable consequences of a positive test for the Prohibited Substance for which she entered the Program.

Section 11. Dismissal and Disqualification.

(a) A player who, under the terms of this Agreement, is "dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a)" shall, without exception, immediately be so dismissed and disqualified for a period of not less than two (2) years, and such player's Player Contract (and any Marketing and Promotional Agreement to which she may be a party) shall be rendered null and void and of no further force or effect (subject to the provisions of paragraph 8 of the Standard Player Contract). Such dismissal and disqualification shall be mandatory and may not be rescinded or reduced by the player's Team or the WNBA.

(b) In addition to any other provision hereof requiring that a player be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a), a player will also be dismissed and disqualified

under Section 11(a) above if she is convicted of (including a plea of guilty, no contest, or nolo contendere to) a crime involving the use or possession of a Prohibited Substance other than marijuana.

Section 12. Reinstatement.

(a) After a period of at least two (2) years from a player's dismissal and disqualification under Section 11(a) above, and after a period of at least one (1) year from the date of a First-Year Player's dismissal and disqualification under Section 6(b) above, such player may apply for reinstatement as a player in the WNBA. However, such player shall have no right to reinstatement under any circumstance and the reinstatement shall be granted only with the prior approval of both the WNBA and the Players Association, which shall not be unreasonably withheld. The approval of the WNBA and the Players Association shall be final, binding, and unappealable. Among the factors that may be considered by the WNBA and the Players Association in determining whether to grant reinstatement are (without limitation): the circumstances surrounding the player's dismissal and disqualification; whether the player has satisfactorily completed a treatment and rehabilitation program; the player's conduct since her dismissal, including the extent to which the player has since comported herself as a suitable role model for youth; and whether the player is judged to possess the requisite qualities of good character and morality.

(b) For a First-Year Player, the WNBA and the Players Association will consider an application for reinstatement only if the player has, in the opinion of the Medical Director, successfully completed any in-patient treatment and/or aftercare prescribed by the Medical Director. For a Veteran Player, the WNBA and the Players Association will consider an application for reinstatement only if the player can demonstrate, by proof of random urine testing acceptable to the Medical Director (conducted on at least a weekly basis), that she has not tested

positive (i) for a Prohibited Substance within the twelve (12) months prior to the submission of her application for reinstatement and during any period while her application is being reviewed, and (ii) if the Medical Director deems it necessary in his or her professional judgment, for alcohol for the six (6) months prior to the submission of the player's application for reinstatement and during any period while her application is being reviewed.

(c) The granting of an application for reinstatement may be conditioned upon random testing of the player or such other terms as may be agreed upon by the WNBA and the Players Association, whether or not such terms are contemplated by the provisions hereof.

(d) In the event that the application for reinstatement of a First-Year Player dismissed and disqualified pursuant to Section 6(b) above is approved, such player, by reason of her Player Contract having been rendered null and void pursuant to Section 6(b) above, shall be deemed not to have completed her Player Contract by rendering the playing services called for thereunder. Accordingly, such player shall not be a Free Agent and shall not be entitled to negotiate or sign a Standard Player Contract with any WNBA Team, except as specifically provided in this Section 12.

(e) (i) A First-Year player who has been reinstated pursuant to this Section 12 shall, immediately upon such reinstatement, notify the Team to which she was under contract at the time of her dismissal and disqualification (the "previous Team"). Upon receipt of such notification, and subject to Section 12(e)(ii) below, the previous Team shall then have thirty (30) days in which to make a Tender to the player with a stated term of at least one (1) full WNBA Season (or, in the event that the Tender is made during a Season, of at least the remainder of that Season) and calling for a Salary up to the player's Salary for the Salary Cap Year in which she was dismissed or disqualified

(reduced on a pro rata basis if the Tender is made during a Season). If the previous Team makes such a Tender, it shall, for a period of one (1) year from the date of the Tender, be the only WNBA Team with which the player may negotiate and sign a Standard Player Contract. If the player does not sign a Standard Player Contract with the previous Team within the year following such Tender, then the player shall thereupon be deemed a Reserved Player in accordance with the provisions of Article VI, Section 8. If the previous Team fails to make a Tender, the player shall become an Unrestricted Free Agent.

(ii) Notwithstanding anything to the contrary in Section 12(e)(i) above, the 30-day period for the previous Team to make a Tender shall be tolled if (A) on the date the player serves the notice required by Section 12(e)(i), she is under contract to a professional basketball team not in the WNBA, or (B) the player signs a contract with a professional basketball team not in the WNBA at any point after the date on which the player serves the notice required by Section 12(e)(i) and before the date on which the previous Team makes a Tender. If the 30-day period for making a Tender is tolled pursuant to the preceding sentence, the period shall remain tolled until the date on which the player notifies the Team that she is immediately available to sign and begin rendering playing services under a Standard Player Contract with such Team, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign with and begin rendering playing services for such Team.

(iii) Subject to the provisions of Article VII, a First-Year Player who is reinstated pursuant to this Section 12 may enter into a Standard Player Contract with her previous Team that provides for a Salary for the first Season of up to the player's Salary

for the Salary Cap Year in which she was dismissed and disqualified (reduced on a pro rata basis if the first Season of the new Contract is a partial Season). If the player and the previous Team enter into such Player Contract and such Contract covers more than one Season, increases and decreases in Salary for Seasons following the first Season shall be governed by Article VII, Section 4(c); provided, however, that if the player who is reinstated was dismissed and disqualified during the term of her Rookie Scale Contract, then (x) the number of Seasons in the player's new Contract may not exceed the number of Seasons (including the Team Option Year) that remained under the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the Salary called for in any Season of the player's new Contract (including any Option Year), may not exceed the Salary called for during the corresponding Season of her Rookie Scale Contract, and (y) if the new Contract contains terms identical to those contained in the remaining Seasons of the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the player's Team ultimately exercises its Option, then such Team shall retain the same rights with respect to such new Contract as it would have retained under Article VI following the completion of the player's Rookie Scale Contract.

(f) (i) A Veteran Player who has been reinstated pursuant to this Section 12 shall, immediately upon such reinstatement, notify the Team to which she was under contract at the time of her dismissal and disqualification (the "previous Team"). Upon receipt of such notification, and subject to Section 12(f)(ii) below, the previous Team shall then have thirty (30) days in which to make a Tender to the player with a stated term of at least one (1) full WNBA Season (or, in the event that the Tender is made during a Season, of at least the remainder of that Season) and calling for a Salary up to the

player's Salary for the Salary Cap Year in which she was dismissed and disqualified (reduced on a pro rata basis if the Tender is made during a Season). If the previous Team makes such a Tender, it shall, for a period of one (1) year from the date of the Tender, be the only WNBA Team with which the player may negotiate and sign a Standard Player Contract. If the player does not sign a Standard Player Contract with the previous Team within the year following such Tender, then the player shall thereupon be deemed a Reserved Player, a Restricted or an Unrestricted Free Agent in accordance with the provisions of Article VI. If the previous Team fails to make a Tender, the player shall become an Unrestricted Free Agent. If the player and the previous Team enter into such Player Contract and such Contract covers more than one Season, increases and decreases in Salary for Seasons following the first Season shall be governed by Article VII, Section 4(c); provided, however, that if the player who is reinstated was dismissed and disqualified during the term of her Rookie Scale Contract, then (x) the number of Seasons in the player's new Contract may not exceed the number of Seasons (including the Team Option Year) that remained under the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the Salary called for in any Season of the player's new Contract (including any Option Year), may not exceed the Salary called for during the corresponding Season of her Rookie Scale Contract, and (y) if the new Contract contains terms identical to those contained in the remaining Seasons of the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the player's Team ultimately exercises its Option, then such Team shall retain the same rights with respect to such new Contract as it would have retained under Article VI following the completion of the player's Rookie Scale Contract.

(ii) Notwithstanding anything to the contrary in Section 12(f)(i) above, the 30-day period for the previous Team to make a Tender shall be tolled if (x) on the date the player serves the notice required by Section 12(f)(i), she is under contract to a professional basketball team not in the WNBA, or (y) the player signs a contract with a professional basketball team not in the WNBA at any point after the date on which she serves the notice required by Section 12(f)(i) and before the date on which the previous Team makes a Tender. If the 30-day period for making a Tender is tolled pursuant to the preceding sentence, the period shall remain tolled until the date on which the player notifies the Team that she is available to sign a Standard Player Contract with and begin rendering playing services for such Team immediately, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign with and begin rendering playing services for such Team.

Section 13. Exclusivity of the Program.

(a) Except as expressly provided herein in this Exhibit 2, there shall be no other screening or testing for Prohibited Substances conducted by the WNBA or any Team, and no player may undergo such screening or testing; provided, however, that, in a medical emergency, team physicians may test players solely for diagnostic purposes in order to provide satisfactory medical care. The results of any diagnostic drug testing conducted pursuant to the preceding sentence shall not be used for any other purpose by the player's Team or the WNBA. If any Team is found to have tested a player surreptitiously, the WNBA will impose a substantial fine not to exceed $100,000 upon such Team.

(b) The penalties set forth herein shall be the exclusive penalties to be imposed upon a player for the use, possession or distribution of a Prohibited Substance.

(c) No Standard Player Contract entered into after the date hereof shall include any term or provision that modifies, contradicts, changes, or is inconsistent with Paragraph 8 of such Contract or provides for the testing of a player for illegal substances. Any term or provision of a currently effective Standard Player Contract that is inconsistent with Paragraph 8 of such Contract shall be deemed null and void only to the extent of the inconsistency.

Section 14. Additional Bases for Testing.

(a) Any player who seeks treatment outside the Program for a problem involving a Prohibited Substance shall, as directed by the WNBA (after notice to the Players Association), submit herself to an evaluation by the Medical Director and provide (or cause to be provided) to the Medical Director such medical and treatment records as the Medical Director may request. The Medical Director may, in his or her professional judgment, also require such a player, without prior notice, to submit to testing for Prohibited Substances, provided that the frequency of such testing shall not exceed three (3) times per week and the duration of such testing shall not exceed one (1) year from the date of the player's initial evaluation by the Medical Director.

(b) Any player who is a subject to in-patient or aftercare treatment in the Program and is formally charged with "driving while intoxicated," "driving under the influence of alcohol," or any other crime or offense involving suspected alcohol or illegal substance use shall, provided that the WNBA has advised the Players Association, be required to submit to a urine test, to be conducted by the WNBA, within seven (7) days of being so charged.

(c) If, pursuant to Section 14(a) above, a player (i) tests positive for a Drug of Abuse; (ii) tests positive pursuant to Section 4(c)(iii), (iv) or (v) above; or (iii) refuses or fails to submit to an evaluation or provide (or cause to be provided) the information requested by the

Medical Director; but does not Come Forward Voluntarily within sixty (60) days of being requested to do so by the WNBA (with notice to the Players Association), or if, pursuant to Section 14(b) above, a player tests positive for a Drug of Abuse, then, in either case, the player shall advance two (2) stages in the Drugs of Abuse Program --i.e., the player shall enter Stage 2 of the Drugs of Abuse Program (if the player had not previously entered Stage 1 of such Program), and the player shall be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) above (if the player had previously entered Stage 1 or Stage 2 of such Program).

(d) If, pursuant to Section 14(a) or (b) above, a player tests positive for marijuana or a SPED, she shall suffer the applicable consequences set forth in Sections 8 or 9 above, as the case may be. If the player tests positive for a Diuretic, she shall suffer the applicable consequences set forth in Section 9 above.

(e) If a player is or, within the previous six (6) months, has been in possession of any device or product used or designed for substituting, diluting, or adulterating a specimen sample, that player shall be required to undergo testing for Prohibited Substances no more than four (4) times during the six-week period following her notification by the WNBA of the commencement of such testing. If the player tests positive for a Drug of Abuse, she shall be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 11(a) above. If the player tests positive for marijuana or a SPED, she shall suffer the applicable consequences set forth in Sections 8 or 9 above, as the case may be. If the player tests positive for a Diuretic, she shall suffer the applicable consequences set forth in Section 9 above.

(f) Nothing in this Section 14 shall limit or otherwise affect any of the provisions of Section 5 (Reasonable Cause Testing).

Section 15. Additional Prohibited Substances.

(a) Any steroid or performance-enhancing drug that is declared illegal during the term of this Agreement will automatically be added to the list of Prohibited Substances as a SPED.

(b) At any time during the term of this Agreement, either the WNBA or the Players Association may convene a meeting of the Prohibited Substances Committee to request that a substance or substances be added to the list of Prohibited Substances set forth on Exhibit B annexed hereto. Any such addition of a Prohibited Substance may only include (i) a substance that is or is reasonably likely to be physically harmful to players and is or is reasonably likely to be improperly performance-enhancing. The determination of the Committee to add to the list of Prohibited Substances shall be made by a majority vote of all five Committee members, and shall be final, binding, and unappealable.

(c) Players will receive notice of any addition to the list of Prohibited Substances six (6) months prior to the date on which such addition becomes effective hereunder.

Exhibit A

AUTHORIZATION FOR TESTING

To: _____
(Player)

Please be advised that on _____, you were the subject of a meeting or conference call held pursuant to the Anti-Drug Program as set forth in Exhibit 2 to the Collective Bargaining Agreement between the WNBA and the Women's National Basketball Players Association, dated _____, 2008 (the "Agreement"). Following the meeting or conference call, I authorized the WNBA to conduct the testing procedures set forth in the Agreement, and you are hereby directed to submit to those testing procedures, on demand, no more than four times during the next six weeks.

Please be advised that your failure to submit to these procedures may result in the imposition of substantial penalties under Article 21 of and Exhibit 2 to the Collective Bargaining Agreement, including but not limited to your dismissal and disqualification from the WNBA.

_____
Independent Expert

Dated:

Exhibit B

PROHIBITED SUBSTANCES

(a) **Drugs of Abuse**

Amphetamine and its analogs (including but not limited to methamphetamine and MDMA)

Cocaine

LSD

Opiates (Heroin, Codeine, Morphine)

Phencyclidine ("PCP")

(b) **Marijuana and its by-products**

(c) **Steroids, Performance Enhancing Drugs, and Masking Agents (SPEDs)**

Amiphenazole
Androstanediol
Androstanedione
Androstenediol
Androstenedione
Bolasterone
Boldenone
Boldione
Bromantan
Calusterone
Clenbuterol
Clobenzorex
Clomiphene
Clostebol
Cyclofenil
Danazol
Dehydrochlormethyltestosterone

Dehydroepiandrosterone (DHEA)
Desoxymethyltestosterone (DMT)
Dihydrotestosterone
4-dihydrotestosterone
Dromostanolone
Drostanolone
18a-homo-17b-hydroxyestr-4-en-3-one
Ephedra (also called Ma Huang, Bishop's Tea and Chi Powder)
Ephedrine
Epitestosterone
13a-ethyl-17a-hydroxygon-4-en-one
Etilefrine
Ethylestrenol
Fenethylline
Fenfluramine
Fluoxymesterone
Formebolone
Fulvestrant
Furazabol
Gestrinone
Human Growth Hormone
4-hydroxytestosterone
Mestanolone
Mesterolone
Methandienone
Methandriol
Methenolone
Methyldienolone
17a-methyl-3b, 17b-dihydroxy-5a-androstane
17a-methyl-3a, 17b-dihydroxy-5a-androstane
17a-methyl-3b, 17b-dihydroxyandrost-4-ene
17a-methyl-1-dihydrotestosterone
17a-methyl-4a-hydroxynandrolone

Methylephedrine
Methylphenidate
Methyltestosterone
Methyltrienolone
Mibolerone
Modafinil
Nandrolone (also called 19-nortestosterone)
Nikethamide
19-norandrostenediol
19-norandrostendione
Norbolethone
Norclostebol
Norethandrolone
Norfenfluramine
Normethandrolone
Norpseudoephedrine (also called cathine)
Oxabolone (also called 4-hydroxy-19-nortestosterone)
Oxandrolone
Oxymesterone
Oxymetholone
Pemoline
Phenmetrazine
Phentermine
Phenylpropanolamine (PPA)
Probenecid
Pseudoephedrine
Quinbolone
Stanozolol
Stenbolone
Strychnine
Testolactone
Testosterone
Tetrahydrogestrinone (THG)

Trenbolone

Zeranol

Zilpaterol

(d) **Diuretics**

Acetazolamide

Amiloride

Bendroflumethiazide

Benzthiazide

Bumetanide

Canrenone

Chlorothiazide

Chlorthalidone

Clopamide

Cyclothiazide

Dichlorphenamide

Ethacrynic Acid

Flumethiazide

Furosemide

Hydrochlorothiazide

Hydroflumethiazide

Indapamide

Methylclothiazide

Metolazone

Polythiazide

Quinethazone

Spironolactone

Triamterene

Trichlormethiazide

Exhibit C

COLLECTION PROCEDURES

When the player arrives at the collection site, the collector will ensure that the player is positively identified through presentation of photo ID or identification by a Team representative. If the player's identity cannot be established, the collector shall not proceed with the collection.

The player will be asked to select a sealed urine specimen cup. The player will then provide her urine specimen under the direct observation of the collector.

The collector shall ensure that the player has provided a urine specimen of sufficient volume for accurate testing. If such a sample cannot immediately be provided by the player, she shall be instructed to remain at the testing site for a reasonable period of time until she can provide such a specimen. Once the specimen has been obtained, the player will select a sealed specimen kit, which contains two bottles. The collector, in the presence of the player, will pour the specimen into two bottles. One bottle will be used as the primary or "A" specimen and the other will be used as the split or "B" specimen. The specimen bottles will be sealed with tamper-proof seals in the presence of the player. The seals will contain a unique identification number that corresponds to the number on the chain of custody form.

The player and collector will complete the chain of custody form that documents the handling of the specimen. The collector will note any irregularities concerning the specimen on the chain of custody form. Both the player and collector will sign the chain of custody form. The two specimen bottles will be placed back into the kit. The chain of custody form will be placed back into the kit or the chain of custody information will be downloaded to the laboratory by computer. The kit will be sealed and sent via overnight courier to the laboratory for testing.

Once the specimen arrives at the laboratory, the primary specimen will be analyzed. If the primary specimen tests positive, the split sample will be placed in frozen storage and will be available for testing by a different laboratory, if requested by the player.

Exhibit D

STEROIDS, PERFORMANCE-ENHANCING DRUGS AND MASKING AGENTS
CONFIRMATORY LABORATORY ANALYSIS LEVELS

All SPEDs, except those listed below, at any detectable level.

Ephedra/Ephedrine	10 mcg/ml
Methylephedrine	10 mcg/ml
Nandrolone	2 ng/ml
Norpseudoephedrine	5 mcg/ml
Phenylpropanolamine (PPA)	25 mcg/ml
Pseudoephedrine	25 mcg/ml
Testosterone	4:1 t/e ratio

EXHIBIT 3

NOTICE OF BONA FIDE EXCLUSIVE ENDORSEMENT AGREEMENT

I hereby notify WNBA Enterprises, LLC ("WNBA Enterprises") that I have entered into a Bona Fide Exclusive Endorsement Agreement (the "Endorsement Agreement"), as that term is defined in the Collective Bargaining Agreement between WNBA, LLC and the Women's National Basketball Players Association.

1. The licensee under the Endorsement Agreement is:

2. The Endorsement Agreement was entered into on:

3. The term of the Endorsement Agreement commences on:

4. The term of the Endorsement Agreement expires on:

5. The rights granted under the Endorsement Agreement are only exercisable in (the territory covered by the Endorsement Agreement):

6. The products and/or services covered by the Endorsement Agreement are:

_____
Date:

EXHIBIT 4

Players who have played pursuant to Core Player Contracts prior to the 2008 Season (along with the Seasons included in those Core Player Contracts)

Player	Season(s)
Svetlana Abrosimova	2007
Janell Burse	2007
Margo Dydek	2005, 2006, 2007
Allison Feastor	2004, 2005, 2006
Marie Ferdinand	2007
Yolanda Griffith	2005, 2006, 2007
Becky Hammon	2006, 2007, 2008
Chamique Holdsclaw	2007
Shannon Johnson	2006
Vickie Johnson	2005
Lisa Leslie	2007, 2008, 2009
Taj McWilliams-Franklin	2005, 2006, 2007, 2008
Chasity Melvin	2007
Delisha Milton	2006, 2007
Ticha Penicheiro	2004, 2005
Katie Smith	2004, 2005, 2006, 2007
Tangela Smith	2004
Dawn Staley	2005
Tammy Sutton-Brown	2006
Sheryl Swoopes	2007
Penny Taylor	2007
Tina Thompson	2003, 2004, 2005, 2006, 2007
Teresa Weatherspoon	2003
Natalile Williams	2005

EXHIBIT 5

WNBA ROOKIE SCALE

2008 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	44,064	44,945	49,440	56,182
Picks 5 − 8	40,759	41,574	45,732	51,968
Remaining Picks	36,353	37,080	40,788	46,350
Second Round	35,000	35,700	39,270	44,625
Third Round	34,500	35,190	36,950	42,229
All Others	34,500	35,190		

2009 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	44,945	45,844	50,429	57,305
Picks 5 − 8	41,574	42,406	46,646	53,007
Remaining Picks	37,080	37,821	41,604	47,277
Second Round	35,700	36,414	40,055	45,518
Third Round	35,190	35,894	37,689	43,073
All Others	35,190	35,894		

2010 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	45,827	46,743	51,417	58,429
Picks 5 − 8	42,390	43,237	47,561	54,047
Remaining Picks	37,807	38,563	42,419	48,204
Second Round	36,400	37,128	40,841	46,410
Third Round	35,880	36,598	38,428	43,918
All Others	35,880	36,598		

2011 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	46,708	47,642	52,406	59,552
Picks 5 − 8	43,205	44,069	48,476	55,086
Remaining Picks	38,534	39,305	43,235	49,131
Second Round	37,100	37,842	41,626	47,303
Third Round	36,570	37,301	39,166	44,761
All Others	36,570	37,301		

2012 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	47,589	48,541	53,395	60,676
Picks 5 − 8	44,020	44,900	49,390	56,125
Remaining Picks	39,261	40,046	44,051	50,058
Second Round	37,800	38,556	42,412	48,195
Third Round	37,260	38,005	39,905	45,606
All Others	37,260	38,005		

2013 WNBA ROOKIE SCALE

Pick	1st Year Base Salary	2nd Year Base Salary	3rd Year Base Salary	4th Year Option Base Salary
First Round				
Picks 1 − 4	48,470	49,440	54,384	61,800
Picks 5 − 8	44,835	45,732	50,305	57,165
Remaining Picks	39,988	40,788	44,867	50,985
Second Round	38,500	39,270	43,197	49,088
Third Round	37,950	38,709	40,644	46,450
All Others	37,950	38,709		

EXHIBIT 6

OFFER SHEET

Name of Player:	Date:
Address of Player:	Name of New Team:
Name and Address of Player's Representative	Name of ROFR Team:
Authorized to Act for Player:	Address of ROFR Team:

Attached hereto is an unsigned Player Contract that the New Team has offered to the player and that the player desires to accept. The attached Player Contract separately specifies in its exhibits those Principal Terms that will be included in the Player Contract with the ROFR Team if that Team gives the player a timely First Refusal Exercise Notice.

Player:	New Team:
By _____	By _____

EXHIBIT 7

FIRST REFUSAL EXERCISE NOTICE

Name of Player:	Date:
Address of Player:	Name of New Team:
Name and Address of	Name of ROFR Team:
Player's Representative	
Authorized to Act for Player:	Address of ROFR Team:

The undersigned WNBA Team hereby exercises its Right of First Refusal so as to create a binding agreement with the player containing the Principal Terms set forth in the Player Contract annexed to the player's Offer Sheet (a copy of which is attached hereto).

ROFR Team:

By _____

EXHIBIT 8

CORE PLAYER DESIGNATION NOTICE

Name of Player:	Date:
Address of Player:	Name of Team:
Name and Address of Player's Representative	Address of Team:

The Team hereby designates the player as a Core Player pursuant to Article VI, Section 7 of the Collective Bargaining Agreement between the Women's National Basketball Association and the Women's National Basketball Players Association dated January 24, 2008 (the "CBA"). Attached hereto is the requisite Qualifying Offer pursuant to Article VI of the CBA.

Team:

By _____

January 24, 2008

By Hand

G. William Hunter
Executive Director
Women's National Basketball
Players Association
310 Lenox Avenue
New York, NY 10027

Re: Anti-Drug Agreement

Dear Billy:

This will confirm our agreement that, notwithstanding anything to the contrary in Exhibit 2 of the Collective Bargaining Agreement dated January 24, 2008 ("CBA"), consistent with the waiting period contemplated under Section 15(c) of such Exhibit 2, no player will be required to undergo testing during the 2008 Season for any Prohibited Substance that was added to the list of Prohibited Substances in connection with the signing of the CBA. A list of such additional Prohibited Substances is attached hereto as Exhibit 1.

Sincerely,

/s/ DONNA ORENDER
Donna Orender

AGREED TO AND ACCEPTED:

WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION

By: /s/ G. WILLIAM HUNTER
G. William Hunter

EXHIBIT 1

New WNBA Prohibited Substances

Steroids, Performance Enhancing Drugs, and Masking Agents (SPEDs)

Amiphenazole
Androstanediol
Androstanedione
Androstenediol
Boldione
Bromantan
Calusterone
Clobenzorex
Clomiphene
Cyclofenil
Danazol
Desoxymethyltestosterone (DMT)
Dihydrotestosterone
4-dihydrotestosterone
Drostanolone
18a-homo-17b-hydroxyestr-4-en-3-one
13a-ethyl-17a-hydroxygon-4-en-3-one
Etilefrine
Fenethylline
Fenfluramine
Formebolone
Fulvestrant
Human Growth Hormone
4-hydroxytestosterone
Mestanolone
Methyldienolone
17a-methyl-3b, 17b-dihydroxy-5a-androstane
17a-methyl-3a, 17b-dihydroxy-5a-androstane
17a-methyl-3b, 17b-dihydroxyandrost-4-ene
17a-methyl-1-dihydrotestosterone
17a-methyl-4-hydroxynandrolone
Methylphenidate
Methyltrienolone
Modafinil
Nikethamide
19-norandrostenediol
19-norandrostenedione
Norbolethone
Norclostebol
Norethandrolone

Norfenfluramine
Normethandrolone
Oxabolone (also called 4-hydroxy-19-nortestosterone)
Pemoline
Phenmetrazine
Phentermine
Probenecid
Quinbolone
Stenbolone
Strychnine
Testolactone
Zeranol
Zilpaterol

Diuretics

Acetazolamide
Amiloride
Bendroflumethiazide
Benzthiazide
Bumetanide
Canrenone
Chlorothiazide
Chlorthalidone
Clopamide
Cyclothiazide
Dichlorphenamide
Ethacrynic Acid
Flumethiazide
Furosemide
Hydrochlorothiazide
Hydroflumethiazide
Indapamide
Methyclothiazide
Metolazone
Polythiazide
Quinethazone
Spironolactone
Triamterene
Trichlormethiazide

January 24, 2008

G. William Hunter
Executive Director
Women's National Basketball
Players Association
310 Lenox Avenue
New York, NY 10027

Re: 2008 Transition Rules

Dear Billy:

This will confirm our agreement that notwithstanding anything to the contrary contained in the 2008 Collective Bargaining Agreement ("CBA"), the following rules shall apply with respect to the 2008 WNBA Season. All defined terms and all rules of interpretation contained in the CBA shall apply to this agreement.

1. The Moratorium Agreement dated as of December 29, 2007 is hereby amended so that the Moratorium Period is extended to continue in effect through 11:59 p.m. (EST) on February 5, 2008. Notwithstanding the foregoing, nothing herein shall prevent the WNBA from conducting an expansion draft from the date hereof through February 5, 2008.

2. (a) Teams will have from February 6, 2008 through February 11, 2008 to make each type of Qualifying Offer (and the Core Player Designation) set forth in Article VI (i.e., Restricted Qualifying Offer, Reserved Qualifying Offer, and Core Qualifying Offer). For the purposes of Article VI, Sections 7(d)(iii) or (e)(iii), if a Core Qualifying Offer given to a player who would otherwise be a Restricted Free Agent is withdrawn after February 9, 2008 (i.e., during the period from February 10, 2008 through March 15, 2008), a Restricted Qualifying Offer may be made within forty-eight (48) hours of such withdrawal.

(b) If it has not previously been withdrawn, a Qualifying Offer of any type shall remain open until March 15, 2008, except that Restricted Qualifying Offers made on or after February 10, 2008 pursuant to Article VI, Sections 7(d)(iii) or (e)(iii) shall remain open until March 23, 2008.

(c) If a Team does not make the applicable Qualifying Offer to a Veteran Free Agent by February 11, 2008 (or within forty-eight (48) hours of the withdrawal of a Core Qualifying Offer in the case of a player described in the second sentence of 2(a) above), the player shall become an Unrestricted Free Agent on February 12, 2008 (or at the conclusion of the applicable forty-eight (48)-hour period in the case of a player described in the second sentence of 2(a) above).

(d) A Veteran Free Agent shall become either a Reserved Player, a Restricted Free Agent, or a Core Player if the applicable Qualifying Offer is made in a timely manner, and shall

be subject to her Prior Team's exclusive negotiating rights or Right of First Refusal, as the case may be, in accordance with the provisions of Article VI.

3. During the period beginning on February 12, 2008 and continuing through February 18, 2008, Teams may negotiate with their own Core Players and Reserved Players and any Free Agent who has not been designated as a Core Player by another Team.

4. Beginning on February 19, 2008, Teams may enter into Player Contracts with their own Core Players and Reserved Players and enter into Player Contracts (or, as the case may be, Offer Sheets) with any Free Agent who has not been designated as a Core Player by another Team.

Sincerely,

/s/ DONNA ORENDER
Donna Orender

AGREED TO AND ACCEPTED:

WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION

By: /s/ G. WILLIAM HUNTER
G. William Hunter

January 24, 2008

G. William Hunter
Executive Director
Women's National Basketball Players Association
310 Lenox Avenue
New York, NY 10027

Re: Ratification of 2008 Collective Bargaining Agreement

Dear Billy:

This will confirm the agreement between the WNBA and the Players Association that the 2008 Collective Bargaining Agreement executed by the parties on January 24, 2008 is conditional upon ratification by the WNBA Board of Governors and by the WNBPA bargaining unit, and that ratification shall be affirmatively recommended by the respective bargaining committees. The WNBA and the Players Association further agree to use best efforts to obtain the respective approvals of the WNBA Board of Governors and the WNBPA bargaining unit on or before January 25, 2008.

Please confirm this agreement by signing below.

Sincerely,

/s/ DONNA ORENDER
Donna Orender

AGREED TO AND ACCEPTED:

WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION

By: /s/ G. WILLIAM HUNTER
G. William Hunter

AGREEMENT

This agreement ("Agreement") is entered into on January 24, 2008 (the "Effective Date"), by and between WNBA Enterprises, LLC ("WNBA Enterprises"), a Delaware limited liability company, with its principal place of business at 450 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, and the Women's National Basketball Players Association (the "Players Association"), an unincorporated association with offices at 310 Lenox Avenue, New York, New York 10027, and the sole and exclusive bargaining representative of persons who are or may become employed as professional basketball players ("Players") in a professional basketball league operated by WNBA, LLC (the "WNBA").

WHEREAS, WNBA Enterprises and the Players Association entered into that certain Agreement, dated April 25, 2003 (the "Prior Agreement"); and

WHEREAS, in connection with the collective bargaining agreement, entered into on January 24, 2008, by and between the WNBA and the Players Association (the "CBA"), WNBA Enterprises and the Players Association have agreed to terminate the Prior Agreement and simultaneously enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Definitions: Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings assigned to them in the CBA.

2. Term of Prior Agreement: Notwithstanding anything to the contrary in the Prior Agreement, the term of the Prior Agreement shall end January 24, 2008 (the "End Date").

3. Rights: (a) The Players Association, on behalf of present and future WNBA Players, hereby grants to WNBA Enterprises the worldwide right to license in a group of three (3) or more players the Player Attributes of all such Players (including the right to make individual use, or license the individual use, of a Player's Player Attributes in a series of three (3) or more players) solely (i) in combination with the use of any or all WNBA and Team names, logos, trademarks, trade dress, uniforms or other form of WNBA intellectual property and (ii) for use in connection with any product, premium, or service covered by the licenses existing as of the Effective Date listed on Exhibit A hereto (the "Existing Licenses"), through the expiration of such Existing Licenses (plus applicable sell-off periods).

(b) In the event that a Player retires from the WNBA or otherwise ceases to play professional basketball for the WNBA, WNBA Enterprises shall retain the right (i) through the term of the applicable Existing License, to license such Player's Player Attributes in connection with authentic or replica apparel (unless such Player elects to revoke such right by written notice to WNBA Enterprises after one (1) year from the date such Player retires or otherwise ceases to play professional basketball for the WNBA) and (ii) to license such Player's Player Attributes in connection with all other products and services covered by an Existing License for a period of one (1) year from the date the Player retires or otherwise ceases to play professional basketball

for the WNBA on the same terms and conditions as apply to active Players under this Agreement.

(c) The rights granted to WNBA Enterprises and the obligations undertaken by the Players and Players Association under this Paragraph do not include, and should not be construed to include, any right to use Player Attributes in a manner that creates an endorsement or testimonial for any product or service by any Player or group of Players.

4. Product License Fees: (a) In full consideration of the rights granted by the Players Association under this Agreement, WNBA Enterprises shall pay the Players each Season, through the Players Association, 50% of Player Merchandise Revenues ("Product License Fees"). Within ninety (90) days after the end of a Season, WNBA Enterprises shall furnish a full and accurate statement and accounting showing all information relating to the calculation of the Product License Fees for that Season (the "Statement") and simultaneously with the submission of the Statement for that Season shall pay the Product License Fees for that Season. Any payments due under the Prior Agreement through the End Date that have not already been paid shall be included in the Product License Fees for the 2008 Season. In addition, WNBA Enterprises shall furnish interim monthly statements of the calculation of the Product License Fees to the same extent such statements were required to be furnished under the Prior Agreement.

(b) For purposes of this Agreement, "Player Merchandise Revenues" shall mean all revenues (excluding reasonable payments designated in any Existing License to be used specifically for advertising and promotion for the products or services covered by that license agreement) received by WNBA Enterprises pursuant to an Existing License from the sale of any product or service on or in which a Player Attribute is depicted, incorporated or otherwise used pursuant to the rights granted to WNBA Enterprises under this Agreement (less any withholding taxes, other government-imposed charges, and third-party participation payments directly related to such revenues).

5. Exclusivity: (a) The Players Association shall not authorize any person or entity to use any Player Attribute, or the Players Association name, logo (whether now in existence or hereafter created or adopted) or other identifiable feature, in connection with the manufacture, advertisement, promotion or sale of (i) any type of product (other than footwear) worn by a Player during a WNBA or Team practice, game or “celebratory” event (including, but not limited to, replica jerseys or shorts, shooting shirts, sports bras, practicewear (e.g., mesh tank tops), compression shorts and “celebratory” t-shirts and headwear) through September 30, 2017 and (ii) any arcade style video game (e.g., 3-on-3 off-court play, but not any actual game simulation) through September 30, 2011.

(b) This Agreement is not intended to limit, or in any way limits, the rights of each Player individually and the Players Association in a group license (subject to the terms of the paragraph 6(d) of the Standard Player Contract) to grant the use of Player Attributes for commercial or charitable purposes, provided that such individual grants or group licensing grants (as the case may be) do not limit or affect the rights granted to the WNBA, WNBA Enterprises or a Team pursuant to this Agreement or the terms of the CBA or the Standard Player Contract.

6. Representation, Warranty and Indemnification: (a) The Players Association makes the following representations and warranties, each of which has been relied on by WNBA Enterprises as a material inducement to enter into this Agreement:

(i) The Players Association represents and warrants that it has not entered into, shall not enter into, and is not aware of, any agreement, arrangement or understanding which, either individually or taken together, would conflict or interfere with the rights granted to WNBA Enterprises under this Agreement or under Article XXVI of the CBA.

(ii) The Players Association represents and warrants that it has not authorized or encouraged, and shall not authorize or encourage, any person or entity to engage in any conduct that would conflict or interfere with the rights granted to WNBA Enterprises under this Agreement or under Article XXVI of the CBA.

(b) The Players Association shall indemnify and hold harmless WNBA Enterprises, the WNBA, each Team and its or their respective owners, directors, officers, employees, agents, affiliates, successors, assigns and licensees ("WNBAE indemnified parties"), from and against all liability and costs (including attorneys fees, whether incurred in an action with a third party or between the parties hereto) arising out of any misrepresentation or breach of the warranties or covenants contained in this Agreement, provided that, in the case of any third-party claim: (i) the Players Association is given prompt notice of any such claim, (ii) has the right to approve counsel and/or has the opportunity to undertake the defense of such claim and (iii) the indemnified party does not admit liability with respect to and does not settle such claim without the prior written consent of the Players Association.

(c) WNBA Enterprises shall indemnify and hold harmless the Players Association and its officers and employees, the successors, assigns and personal representatives of the foregoing parties, and individual Players ("Players Association indemnified parties"), from and against all liability and costs (including attorneys fees) arising out of litigation, judgments or settlements resulting from any claim asserted against any Players Association indemnified party based on WNBA Enterprises intentional or negligent misuse of the rights granted to it hereunder, provided that: (i) WNBA Enterprises is given prompt notice of any such claim, (ii) has the right to approve counsel and/or has the opportunity to undertake the defense of such claim and (iii) the indemnified party does not admit liability with respect to and does not settle such claim without the prior written consent of WNBA Enterprises.

7. Miscellaneous: (a) Nothing in this Agreement shall affect, or be construed as a limitation upon, WNBA Enterprises or any third party's right to use, without regard to the provisions of this Agreement, any Player's Player Attributes for editorial purposes or any other purpose that, as a matter of law, does not require the Player's permission or authorization.

(b) Any controversy or claim between or among the Players Association, any Player or WNBA Enterprises arising out of or relating to this agreement, including any alleged breach of this agreement, shall be resolved by the Arbitrator in accordance with the provisions of Article XXII of the CBA.

(c) Nothing in this agreement shall detract from or otherwise limit or affect the rights granted to the WNBA, WNBA Enterprises and the Teams pursuant to the Standard Player Contract, any WNBA or Team Marketing and Promotional Agreement or the CBA.

WNBA ENTERPRISES, LLC

By: /s/ JAMIN DERSHOWITZ
Jamin Dershowitz

WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION

By: /s/ G. WILLIAM HUNTER
G. William Hunter
Executive Director

EXHIBIT A

WNBA ENTERPRISES EXISTING PRODUCT LICENSE AGREEMENTS
WITH GROUP PLAYER RIGHTS

Licensee	Product Categories	Expiration Date
adidas	Apparel and footwear	September 30, 2017
Electronic Arts	Electronic Games	September 30, 2011
Rittenhouse Archives	Trading Cards	September 30, 2008

MUTUAL RELEASES AND COVENANTS NOT TO SUE

In exchange for good and valuable consideration, including the Collective Bargaining Agreement and related agreements (and the exhibits thereto), entered into on January 24, 2008, the Women's National Basketball Players Association ("Players Association"), WNBA, LLC ("WNBA"), and WNBA Enterprises, LLC, for themselves and on behalf of the individuals and entities ("persons") identified below, hereby agree as follows:

1. The Players Association, for itself and on behalf of (i) all persons who have been, are, or may become employed by the WNBA or a WNBA Team as professional basketball players or who have sought or may seek to become so employed, (ii) all of its past, present, and future officers, directors, employees, attorneys, and agents, and (iii) all of its and/or their respective heirs, executors, administrators, representatives, agents, affiliates, successors, and assigns (the Players Association and all persons identified in clauses (i), (ii), and (iii) above hereinafter collectively referred to as "Players Association Parties"), hereby releases and forever discharges the WNBA, WNBA Enterprises, LLC, each WNBA Team, all prior operators of WNBA Teams, and their respective past, present and future owners (direct and indirect), officers, directors, trustees, employees, attorneys, affiliates, related entities, licensees, general or limited partners, members, heirs, executors, administrators, representatives, agents, successors, and assigns (hereinafter collectively referred to as "WNBA Parties") from any and all claims, actions, liabilities, losses and demands, whether known or unknown ("Claims") based upon any act, failure to act, transaction, occurrence, or circumstance, occurring or existing up to and including January 24, 2008, involving or arising out of any aspect of the collective bargaining relationship or any aspect of any employment relationship between a player and any of the WNBA Parties, from and after April 25, 2003, including but not limited to any alleged violation

of the National Labor Relations Act. The Players Association, for itself and on behalf of the other Players Association Parties further covenants not to sue or to commence any proceeding (judicial, administrative, arbitral, or other), or in any way to assist or support any other person or entity in suing or commencing or prosecuting any such proceeding, against the WNBA Parties with respect to any of the Claims covered by this release. The foregoing release shall not apply to the grievance filed by the Players Association on behalf of Deanna Jackson regarding the termination of her Standard Player Contract by Chicago prior to the 2007 Regular Season.

2. The WNBA, for itself and on behalf of all of the WNBA Parties, hereby releases and forever discharges the Players Association Parties from any and all Claims based upon any act, failure to act, transaction, occurrence, or circumstance occurring or existing up to and including January 24, 2008, involving or arising out of any aspect of the collective bargaining relationship or any aspect of any employment relationship between a player and any of the WNBA Parties, including but not limited to any alleged violation of the National Labor Relations Act. The WNBA, for itself and on behalf of the other WNBA Parties, further covenants not to sue or to commence any proceeding (judicial, administrative, arbitral, or other) or in any way to assist or support any other person or entity in suing or commencing or prosecuting any such proceeding against the Players Association Parties with respect to any of the Claims covered by this release.

3. The releases and covenants set forth in paragraphs 1 and 2 shall not serve to terminate any existing agreement between one or more of the WNBA Parties and a WNBA player.

Women's National Basketball Players Association By: /s/ G. WILLIAM HUNTER G. William Hunter Executive Director	WNBA, LLC By: /s/ DONNA ORENDER Donna Orender President

Dated: January 24, 2008