

However, nothing in paragraphs (2) and (3) is intended to reflect any agreement between the parties on mitigation issues.

(5) In addition, upon any finding by the Arbitration Panel of a violation by five (5) Clubs or more of Section E(1) of this Article XX, the Association shall have the right to reopen this Agreement upon sixty (60) days written notice to the LRD.

(6) Upon any finding by the Arbitration Panel of a violation of Section E(1) of this Article XX by two (2) or more Clubs, any injured free agent Player will have the right to terminate his existing contract (or reserve status) at his option immediately following the issuance of the finding by the Arbitration Panel. However, no such termination shall take effect during the period beginning on February 15 and ending with the conclusion of the World Series. If the finding of the Arbitration Panel is issued at any time on or after January 15, but before February 15, the Player shall have the right to terminate his existing contract (or reserve status) at his option either (a) immediately; or (b) within the fifteen (15) day period following the conclusion of the next succeeding World Series. At the time any contract (or reserve status) is terminated pursuant to this paragraph (6), such free agent Player shall immediately have the right to negotiate with and enter into a contract with any Club, without any restrictions or qualifications. If the contract (or reserve status) is terminated, the free agent Player may choose to reinstate his contract (or reserve status) at any time up until the March 15 succeeding such termination.

(7) If a Player does not exercise his right pursuant to paragraph (6) to reinstate his contract (or reserve status), all obligations of the Player and of the Club under said contract (or reserve status) shall cease as of the end of the period in which the Player has the right to reinstate his contract (or reserve status), except the obligation of the Club to pay the Player's compensation to that date. If at the end of the period the Player has not signed a new contract and has not exercised his right to reinstate his existing contract (or reserve status), at that point, the Player shall be considered an unrestricted free agent.

(8) Utilization or non-utilization of the procedures set forth in paragraph (6) above shall be without prejudice to any injured free agent Player. However, the experience of each Player who utilizes

such procedures shall be considered by the Arbitration Panel in determining such further relief, if any, to which he may be entitled.

(9) It is understood that in the event of a violation of Section E(1) of this Article XX, the Arbitration Panel shall have the authority to order such other and further non-monetary (*e.g.*, injunctive) relief as may be necessary to give full force and effect to the purposes of and to the rights and benefits afforded to Players under this Article XX.

ARTICLE XXI—Credited Major League Service

A. Definition

Those Player rights expressly set forth in the Basic Agreement for which a Player's eligibility is dependent upon credited Major League service will be determined as follows:

(1) One full day of Major League service will be credited for each day of the championship season a Player is on a Major League Club's Active List. A total of 172 days of Major League credited service will constitute one full year of credited service. A Player may not be credited with more than one year of credited service, 172 days, in one championship season. Major League service will be computed commencing with the date of the first regularly scheduled championship season game, through and including the date of the last regularly scheduled championship season game. This rule shall apply uniformly to all Players and all Clubs notwithstanding differences in a particular Club's schedule.

(2) For purposes of calculating credited service, a Player will be considered to be on a Club's Active List if:

(a) placed on a disciplinary suspension by a Club, the Vice President, On-Field Operations or the Commissioner, or on the Disabled List;

(b) called to active military duty for up to two years or if called to emergency duty by the National Guard for a period of up to thirty days.

B. Optional Assignments

If a Player is optionally assigned for a total of less than 20 days in one championship season, the Player shall be credited with Major League service during the period of such optional assignment(s). (See Article XIX(E).)

For purposes of counting days on option, the date of the optional assignment shall be counted and the date of recall shall not be counted, provided that the date of recall shall be counted if the recall takes place after the start of any Minor League game in which the Player was eligible to play.

ARTICLE XXII—Management Rights

Nothing in this Agreement shall be construed to restrict the rights of the Clubs to manage and direct their operations in any manner whatsoever except as specifically limited by the terms of this Agreement.

ARTICLE XXIII—Competitive Balance Tax

A. General Definitions

The following definitions shall apply only to this Article XXIII, unless expressly adopted for use in another Article of this Agreement.

(1) "Contract Year" shall mean the period from December 20 of one year through and including December 19 of the following year, or such other one-year period to which the Office of the Commissioner and the Association may agree. To the extent that a Contract Year is referenced by a number in connection with a particular calculation, the reference shall be to the calendar year of the championship season that falls in that Contract Year.

(2) "Uniform Player's Contract" shall mean a Major League Uniform Player's Contract. (See Schedule A.)

(3) "Split Contract" shall mean a Uniform Player's Contract which sets out separate rates of pay for service with a Minor League club and service with a Major League Club.

(4) "Imputed Loan Interest Rate" for each Contract Year shall mean the annual "Federal mid-term rate" as defined in Section

1274(d) of the Internal Revenue Code for the October preceding that Contract Year.

(5) "Performance Bonus" shall mean a payment to a Player conditioned upon the Player having achieved certain specified levels of activity, provided that such bonuses must be consistent with Major League Rule 3(b).

(6) "Award Bonus" shall mean a payment to a Player conditioned upon the Player having achieved a particular status in connection with a recognized or agreed-upon award or honor.

(7) "Base Salary" shall mean the amount set out in paragraph 2 of a Uniform Player's Contract for a given championship season or any amount included in a Special Covenant in lieu of inclusion in paragraph 2.

(8) "Guaranteed Year" shall mean any championship season included in a Uniform Player's Contract for which more than 50% of the Player's Base Salary is guaranteed by the Contract in the event of termination under paragraph 7(b)(2).

(9) "Tax Threshold" shall be defined as provided in Section B below.

(10) "Actual Club Payroll" shall be defined as provided in Section C below. Each Club's final Actual Club Payroll for a Contract Year in which the Competitive Balance Tax is applicable shall be calculated on the December 20 following that Contract Year and shall be the exclusive figure used for the purpose of determining whether a Club has exceeded the Tax Threshold.

(11) "Salary" shall be defined as provided in Section E below and shall be attributable to Contract Years as provided in Sections C and E below.

(12) "Benefits" or "Player Benefit Costs" shall be defined as provided in Section D below.

B. Determination of Competitive Balance Tax

(1) Calculation of Tax

Except as specifically provided in Section B(3) below, a Club with a final Actual Club Payroll that exceeds the Tax Threshold applicable in that Contract Year ("Tax Threshold") shall be assessed a Competitive Balance Tax on the difference between its final Actual Club Payroll and the Tax Threshold. A Club with a final Actual Club Payroll at or below the Tax Threshold shall incur no Competitive Balance Tax for that Contract Year.

(2) Tax Thresholds

The Tax Threshold shall be \$117 Million in the 2003 Contract Year, \$120.5 Million in the 2004 Contract Year, \$128 Million in the 2005 Contract Year and \$136.5 million in the 2006 Contract Year.

(3) Tax Rates

The Competitive Balance Tax rate applicable to a Club shall depend on the number of Contract Years during this Agreement in which the Club's Actual Club Payroll was above the Tax Threshold.

(a) The Competitive Balance Tax rate applicable in the 2003 Contract Year to a Club with an Actual Club Payroll above the Tax Threshold shall be 17.5%.

(b) The Competitive Balance Tax rate applicable in the 2004 or 2005 Contract Year to a Club with an Actual Club Payroll above the Tax Threshold for the first time during the Agreement shall be 22.5%. A Club with an Actual Club Payroll above the Tax Threshold in the 2006 Contract Year, and for the first time during the Agreement, shall be assessed no tax.

(c) The Competitive Balance Tax rate applicable to a Club with an Actual Club Payroll above the Tax Threshold for a second time during the Agreement shall be 30%. Notwithstanding the foregoing, a Club with an Actual Club Payroll above the Tax Threshold in the 2006 Contract Year for the second time but with an Actual Club Payroll in the 2005 Contract Year that was not above the Tax Threshold shall be assessed no tax.

(d) The Competitive Balance Tax rate applicable to a Club with an Actual Club Payroll above the Tax Threshold for a third or fourth consecutive time during the Agreement shall be 40%. The Competitive Balance Tax rate applicable in the 2006 Contract Year to a Club with an Actual Club Payroll that was above the Tax Threshold in the 2003 and 2005 Contract Years (but not in the 2004 Contract Year) shall be 30%. A Club with an Actual Club Payroll above the Tax Threshold in the 2006 Contract Year but with an Actual Club Payroll in the 2005 Contract Year that was not above the Tax Threshold shall be assessed no tax, even if the Club's Actual Club Payroll was above the Tax Threshold in the 2003 and 2004 Contract Years.

(4) Collection of Competitive Balance Tax Proceeds

(a) On the December 20 following each Contract Year, the Commissioner's Office shall notify the Association and all Clubs of any amounts owed by any Clubs under the Competitive Balance Tax. Clubs shall make Competitive Balance Tax payments to the Commissioner's Office on or before January 31 of the next calendar year.

(b) Any Club that does not remit the full amount of the Competitive Balance Tax due by that date shall have its next Major League Central Fund ("Central Fund") distribution and subsequent distributions, each net of any debt service obligation to Fleet Bank, reduced by up to 50% until such obligation is satisfied. For purposes of this subparagraph (b) only, royalty payments from Major League Baseball Properties shall not be considered part of a Club's Central Fund distribution. Beginning with the day following the payment date specified in subparagraph (a) above, interest shall be charged on any unpaid Competitive Balance Tax amounts at the Imputed Loan Interest Rate for the then current Contract Year. Any interest collected pursuant to the preceding sentence shall be for the benefit of and made available to the Industry Growth Fund and used for the purposes set out in Article XXV.

C. Determination of Actual Club Payroll

(1) *Definition of Actual Club Payroll*

"Actual Club Payroll" of a Club in a Contract Year shall be the sum of:

(a) a 1/30th share of Player Benefit Costs (and a similar pro rata share if the number of Major League Clubs changes), as determined in Section D below;

(b) the sum of the yearly Salaries (as determined in accordance with Section E below and as allocated among Clubs in accordance with this Section C) attributable to that Contract Year of all Players under a Uniform Player's Contract with the Club for that Contract Year (including optionally assigned contracts); and

(c) any other amount includible in or deductible from Actual Club Payroll as a result of the operation of Section C(2)(g) below or as a result of any Club, any Player and/or either of the Parties hereto having engaged in a transaction contrary to Section G(1) below or as a result of an award by the Arbitration Panel under Article XI and/or Section F below.

(2) *Rules for Allocation of Salary*

(a) General Rule

If a Player remains on a Major League Club's Active List (as defined in Article XXI) for an entire championship season, then all of the Salary attributable to the Contract Year in which that championship season falls shall be allocated to the Club's Actual Club Payroll in that Contract Year.

(b) Assignment of Contract

If a Uniform Player's Contract is assigned by any means to another Major League Club, the assignor Club shall be allocated Salary through the date of the assignment and Salary shall begin being allocated to the assignee Club on the following day, regardless of the Player's reporting date. Beginning with Player assignments after September 30, 2002, an assignor Club that pays cash consideration to defray all or part of the salary obligation of the

assignee Club for an assigned Player shall include such cash consideration in its Actual Club Payroll in the Contract Year in which the cash consideration is paid; provided, however, that any such cash consideration included as part of a Player assignment made during the 2006 Contract Year but not payable until the 2007 Contract Year shall be included in the assignor Club's 2006 Actual Club Payroll to the extent that the assignee Club does not have equivalent salary obligations under Player contracts obtained in the assignment in the 2007 championship season or beyond. Any cash consideration that is, pursuant to the preceding sentence, included in the Actual Club Payroll of the payor Club shall be subtracted from the Actual Club Payroll of the payee Club in the same Contract Year in which it is added to the payor Club's Actual Club Payroll.

(c) Salary Increase Upon Assignment

If a Uniform Player's Contract provides for an increase in Salary upon its assignment to another Major League Club, such increase shall be included in a Player's Salary upon assignment and attributed to the Contract Year (or Years) in which it is to be paid. Any such increase in Salary attributable to the Contract Year during which the assignment occurred shall be allocated to the Actual Club Payrolls of the assignor and assignee Clubs pursuant to Section C(2)(b) above. Any such increase in Salary attributable to a later Contract Year shall be allocated exclusively to the assignee Club.

(d) Contract Signed After Opening Day

If a Player first enters into a Uniform Player's Contract with a Club after opening day of the championship season with a Base Salary payable over a full championship season, the Club shall include in Actual Club Payroll such pro rata portion of the Base Salary attributable to that Contract Year as the number of days that the Player was on the Club's Active List (as defined in Article XXI) bears to the number of days in the championship season. If such a Player has a Base Salary expressly payable only over the portion of the championship season that the Player is on the Club's Active List, the Club shall include in Actual Club Payroll the entire Base Salary attributable to that Contract Year.

(e) Termination of Contract

(i) If a Club terminates a Uniform Player's Contract that covers a single championship season, the Club shall include in its Actual Club Payroll for the Contract Year in which that season falls any Salary paid to that Player, either under this Agreement or a Special Covenant to the Contract (subject to any offset called for by this Agreement or a Special Covenant).

(ii) If a Club terminates a multi-year Uniform Player's Contract while it remains obligated to pay Salary under either this Agreement or a Special Covenant to the Contract, Salary shall be allocated to that Club for each Contract Year during which its obligation continues. Salary shall be attributed to each such Contract Year pursuant to this Article XXIII (subject to any offset called for by this Agreement or a Special Covenant). This attribution shall apply even if the Club pays the Salary in advance.

(f) Split Contracts

The earnings of a Player signatory to a Split Contract shall be included in Actual Club Payroll at the total amount of the Player's actual baseball earnings under that Contract from Major League Clubs (and from Minor League clubs, if any) for that Contract Year, subject to subparagraph (g) below.

(g) Outright Assignment to a Minor League Club

If a Uniform Player's Contract is assigned outright to a Minor League club, the Club shall exclude from its Actual Club Payroll such pro rata portion of the Salary attributable to that Contract Year as the number of days during the championship season that the Player was off the Major League Club's 40-man roster bears to the number of days in the championship season; provided, however, that the above exclusion shall not apply to the Salary of any Player whose Contract has been assigned outright to a Minor League club for the purpose of defeating or circumventing the intention of the Parties as reflected by this Article XXIII.

D. Benefits or Player Benefit Costs

(1) Definition

The Clubs' Benefits or Player Benefit Costs for a particular Contract Year shall include the sums paid (or to be paid on a proper accrual basis for that Contract Year) by or on behalf of the Clubs for, to, or on behalf of present Players (and former Players when expressly noted) for:

(a) Contributions to the Major League Baseball Players Benefit Plan, in the full amounts called for by paragraph 5 of the Agreement Re: Major League Baseball Players Benefit Plan (including contributions made on behalf of former Players and others);

(b) Workers' compensation premiums, payroll, unemployment compensation and social security taxes (including payments made on behalf of a Player released from a Contract that covers that Contract Year, provided that the Player's Salary is included in a Club's final Actual Club Payroll for that Contract Year);

(c) Spring training allowances (as described in Article VII(C)), championship season meal and tip allowances (as described in Article VII(B)), All-Star Game expenses (as described in Article VII(E)) and "in-season supplemental allowances" (as described in Article VII(F));

(d) Moving and traveling expenses (as described in Article VIII), including payments made to former Players in connection with relocations resulting from assignments while they were active Players;

(e) Contributions (in their entirety) to the post-season Players' pool as described in Article X;

(f) The College Scholarship Plan (including payments made on behalf of former players); and

(g) Player medical costs (i.e., fees to doctors, hospitals, and other health care providers, and the drugs and other medical supplies for the treatment of Player injuries), but not including salaries of trainers or other Club personnel, or the costs of Club medical or training equipment, or any costs reimbursed or paid

for through workers' compensation or any other medical insurance. Notwithstanding the foregoing, the amount of Player medical costs included in "Benefits" may not increase by more than ten percent (10%) each Contract Year beginning with the increase from the 2002 to the 2003 Contract Year.

(2) *Limitation on Annual Increase*

Notwithstanding the foregoing, beginning with the increase from the 2002 to the 2003 Contract Year, the annual rate of increase for Player Benefit Costs in any Contract Year may not exceed the annual rate of increase over that year in the combined "sum of the yearly Salaries" (described in Section C(1)(b) above) for all Clubs.

E. Determination of Salary

The determination of a Player's Salary for a particular Contract Year for the purposes of interpretation and application of this Article XXIII only shall be in accordance with the following rules.

(1) *General Rule*

"Salary" shall mean the value of the total compensation (cash or otherwise) paid to a Player pursuant to the terms of a Uniform Player's Contract, including any guarantee by the Club of payments by third parties, for a particular championship season. Consistent with the rules set out below, all compensation paid to a Player pursuant to the terms of a Uniform Player's Contract shall be attributable to the Contract Year(s) in which the Player is required under the Contract to render services to a Club as a baseball player, regardless of how the compensation is characterized under the Contract.

(2) *Average Annual Value of Guaranteed Multi-Year Contracts*

A Uniform Player's Contract with a term of more than one (1) championship season ("Multi-Year Contract") shall be deemed to have a Salary in each Guaranteed Year equal to the "Average Annual Value" of the Contract (plus any bonuses subsequently included by operation of Section E(4) below). "Average Annual Value" shall be calculated as follows: the sum of (a) the Base Salary in each Guaranteed Year plus (b) any portion of a Signing Bonus (or any

other payment that this Article deems to be a Signing Bonus) attributed to a Guaranteed Year in accordance with Section E(3) below plus (c) any deferred compensation or annuity compensation costs attributed to a Guaranteed Year in accordance with Section E(6) below shall be divided by the number of Guaranteed Years.

(3) *Signing Bonuses*

Any Signing Bonus in a Uniform Player's Contract (and any other payment this Article deems to be a Signing Bonus) shall be attributed, pro rata, over the Guaranteed Years of the Contract. If a Contract contains no Guaranteed Years, the Signing Bonus shall be attributed in full to the first year of the Contract.

(4) *Performance, Award and Other Bonuses*

(a) Any amounts that are actually earned by a Player as Performance Bonuses, Award Bonuses or any other bonuses properly included in a Uniform Player's Contract shall be included as part of the Player's Salary in the Contract Year in which the service or performance giving rise to the Bonus was provided. Potential bonuses shall not be included in the Average Annual Value calculation made pursuant to Section E(2) above.

(b) A Special Covenant in a Uniform Player's Contract that provides that Player performance or achievement in one year of the Contract will increase the Base Salary in other year(s) of the Contract shall not be considered in the determination of Salary until the triggering event occurs (other than, if applicable, as a "potential bonus"), unless it is determined by the Arbitration Panel that the Special Covenant was designed to defeat or circumvent the intention of the Parties as reflected in this Article XXIII. As long as such a finding is not made, the additional Base Salary triggered by the Special Covenant shall count as part of the Player's Salary in the Contract Year(s) to which it is attributed by the Contract once the triggering event has occurred. Multi-Year Contracts shall not be recalculated on an Average Annual Value basis once the triggering event has occurred; the additional Base Salary shall be added to the Salary as originally calculated for the Contract Year in question.

(5) *Option Contracts*

(a) Definitions

(i) A "Club Option Year" shall mean a championship season covered by a Uniform Player's Contract in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed at the election of the Club or by reason of specified performance by a Player. Club Option Years shall not be considered "Guaranteed Years." In addition, any other championship season included in a Multi-Year Contract that is not a Guaranteed Year shall be treated as a Club Option Year.

(ii) A "Player Option Year" shall mean a championship season covered by a Uniform Player's Contract: (A) in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed at the election of the Player; or (B) that can be nullified by a Player for a reason other than those set forth in paragraph 7 of the Contract. A Player Option Year shall be considered a "Guaranteed Year" if, pursuant to the Player's right to elect or subject to his right to nullify, the terms of that year are guaranteed within the definition in Section A(8); provided, however, that a Player Option Year shall not be considered a Guaranteed Year if the payment the Player is to receive if he declines to exercise his option or nullifies the championship season is more than 50% of the Base Salary payable for that championship season.

(iii) The parties recognize that Uniform Player's Contracts have covered and may cover championship seasons that could be characterized under the above definitions as both "Club Option Years" and "Player Option Years" (hereinafter referred to as a "Mutual Option Year"). Salaries under any such Contract that cannot extend beyond the 2006 Contract Year shall be calculated as if the Mutual Option Year is a Player Option Year. Salaries under any such Contract that can extend beyond the 2006 Contract Year shall be calculated as if the Mutual Option Year is a Player Option Year unless, pursuant to subparagraph (c)(ii) below, the "Club Option Year Value" exceeds 122.5% of the "Highest Guaranteed Year Value" prior to the Mutual Option Year, or its substitute. In the latter event, Salaries under the Contract shall be calculated as if the Mutual Option Year is a Club

Option Year and the calculation called for in subparagraph (c)(ii)(B) below shall be made and the entire Signing Bonus shall be allocated over the Guaranteed Years prior to the Mutual Option Year.

(b) Option Buyouts

(i) General Rule

(A) If a Uniform Player's Contract contains a Club Option Year or a Player Option Year that is not deemed a Guaranteed Year pursuant to subparagraph (a)(ii) above and the Player is to receive consideration upon the non-exercise of that option or the nullification of a championship season ("Option Buyout"), then such Option Buyout shall be deemed a Signing Bonus. If a Uniform Player's Contract contains an Option Buyout for a Club decision not to exercise a Club Option Year and an Option Buyout for a Player decision not to exercise a Player Option Year (or to nullify a championship season) that is deemed a Signing Bonus pursuant to this subparagraph (b)(i), then the higher Option Buyout payment shall be deemed the Signing Bonus.

(B) If a Contract contains an Option Buyout relating to more than one Option Year, then only the Option Buyout that relates to the earliest Option Year in the Contract shall be deemed a Signing Bonus. If, however, the Player ultimately receives an Option Buyout that relates to an Option Year other than the earliest Option Year, that Option Buyout shall be included in Salary in the Contract Year covered by the option that was not exercised.

(ii) Potential Adjustment to Payroll or Tax Refund

Notwithstanding subparagraph (b)(i) above, if the Player ultimately does not receive the Option Buyout, then for the Contract Year covered by that option, no portion of the Buyout shall be included in any Club's final Actual Club Payroll. In addition, any Club whose final Actual Club Payroll in a previous Contract Year had included that Buyout (or a portion thereof) may elect to:

(A) receive a deduction (in the full amount of the Buyout included in previous Contract Years) in its final Actual Club Payroll in the Contract Year covered by that option; or

(B) receive a distribution from the Competitive Balance Tax proceeds described in Section H(1) below in the amount of any Competitive Balance Tax paid by that Club for any Contract Year as a result of the previous inclusion of the Buyout in the Club's final Actual Club Payroll.

(c) Club Option Years

(i) General Rule. If a Uniform Player's Contract covers one or more seasons that are Club Option Years, the Player's Salary for the championship seasons that are Club Option Years, if exercised, shall be the total of the Base Salary and any bonuses included by operation of Section E(4) above.

(ii) Contracts Extending Into 2007 or Beyond. This subparagraph (ii) shall apply only to a Uniform Player's Contract agreed to after September 30, 2002 that includes one or more Club Option Years that fall in the 2007 Contract Year or later.

(A) Special Definitions. For the purposes of this subparagraph (ii) only, the following definitions shall apply:

"Club Option Year Value" shall be the Salary attributed to a Club Option Year under subparagraph (i) above, plus any potential bonuses (other than Award Bonuses) attributable to that Year, minus any Option Buyout that relates to that Club Option Year.

"Highest Guaranteed Year Value" shall be the sum of the Base Salary plus any attributed Signing Bonus, deferred compensation or annuity costs, plus any potential bonuses (other than Award Bonuses) in the Guaranteed Year of the Contract with the highest such sum; provided, however, that if the Highest Guaranteed Year Value is itself greater than 127.5% of the Average Annual Value of the Contract, then 127.5% of the Average Annual Value of the Contract shall be substituted for the Highest Guaranteed Year Value in the calculation called for by subparagraph (ii)(B) below.

(B) Rule. If the Club Option Year Value exceeds 122.5% of the Highest Guaranteed Year Value, then the difference between the Club Option Year Value and 122.5% of the Highest Guaranteed Year Value shall be treated as a Signing Bonus in the calculation of the Contract's Average Annual Value.

(C) Potential Tax Refund. If a Club Option Year in a Uniform Player's Contract subject to this subparagraph (ii) is not exercised, any Club (including a Club to which the Contract was assigned) that paid Competitive Balance Tax in a Contract Year in which that Club's final Actual Club Payroll included an amount attributed under subparagraph (ii) shall receive a distribution from the Competitive Balance Tax proceeds described in Section H(1) below in the amount of any Competitive Balance Tax paid as a result of that attribution.

(d) Player Option Years

(i) If a Player fails to exercise or chooses to nullify a Player Option Year that is deemed a Guaranteed Year pursuant to Section E(5)(a)(ii) above, the difference between the amount paid to the Player under his Contract (including any Option Buyout payment) and the amount that has been attributed to Actual Club Payroll of a Club under that Contract shall be added to (or subtracted from) Actual Club Payroll in the Contract Year in which the Player Option Year falls. If the Contract has been assigned, the adjustment called for in the preceding sentence shall be made to the Actual Club Payroll(s) of the Club(s) to which Salary under that Contract had been attributed in any Contract Year. If a Player exercises or fails to nullify a Player Option Year that was not deemed a Guaranteed Year, the Player's Salary in the Player Option Year shall be the difference between the Salary provided in the Player Option Year (including any earned bonuses) and the Option Buyout that had been attributed, in all previous Contract Years, to a Club pursuant to Section E(5)(b)(i) above.

(ii) If a Player Option Year falls in the 2007 Contract Year or later, and the Base Salary (plus any attributed Signing Bonus, deferred compensation or annuity costs) in the Player Option Year ("Player Option Year Value") is less than 80% of the Base Salary (plus any attributed Signing Bonus, deferred compensa-

tion or annuity costs) in the Guaranteed Year with the smallest such figure before the first such Player Option Year (80% Figure), then the difference between the 80% Figure and the Player Option Year Value shall be allocated pro rata across the Guaranteed Years preceding the first such Player Option Year; provided, however, that if the 80% Figure is itself less than 75% of the Average Annual Value of the Contract (calculated as if the Player Option Year was not a Guaranteed Year), then the 80% Figure shall instead be 75% of the Average Annual Value calculation set out immediately above.

(iii) Potential Tax Refund. If a Player exercises or chooses not to nullify a Player Option Year subject to subparagraph (d)(ii) above, any Club (including a Club to which the Contract was assigned) that paid Competitive Balance Tax in any Contract Year in which that Club's final Actual Club Payroll included an amount attributed under subparagraph (ii) above shall receive a distribution from the Competitive Balance Tax proceeds described in Section H(1) below in the amount of any Competitive Balance Tax paid as a result of that attribution.

(6) *Deferred Compensation*

(a) Definition

"Deferred Compensation" shall mean any Salary payable to a Player pursuant to a Uniform Player's Contract in a Contract Year after the last championship season for which the Contract requires services as a baseball player to be rendered.

(b) Attribution

(i) Deferred Compensation shall be included in a Player's Salary as if paid in the championship season to which it is attributed under a Uniform Player's Contract. If a Contract does not attribute Deferred Compensation, the Contract shall be treated as if the Deferred Compensation was attributed equally to each of the Guaranteed Years in the Contract.

(ii) If the Deferred Compensation is to be paid with interest at an effective rate that is within one and one-half percentage points of the Imputed Loan Interest Rate for the first Contract Year cov-

ered by the Contract, then the Deferred Compensation shall be included at its stated value. Otherwise, the Deferred Compensation shall be included at its present value in the season to which it is attributed, said present value to be calculated by increasing any such payments by the Contract's stated interest rate, if any, and then reducing such payments back to their present value by applying as a discount rate the Imputed Loan Interest Rate for the first Contract Year covered by the Contract. If the terms of a Contract are confirmed by the Association and the Office of the Commissioner before the Imputed Loan Interest Rate for the first Contract Year covered by the contract is available, the Imputed Loan Interest Rate shall be the annual "Federal mid-term rate" as defined in section 1274(d) of the Internal Revenue Code for the month preceding the month in which terms are confirmed. If a Uniform Player's Contract uses the date or year in which a Player retires as a triggering event for the commencement of payment of the Deferred Compensation, it will be assumed for purposes of calculating Salary under this Article only that the Player retires on the day that he reaches age 40 or at the end of the Contract, whichever is later.

(c) An "Annuity Compensation Arrangement" is an agreement in a Uniform Player's Contract whereby the Club promises to purchase an annuity to pay the Player after he is no longer required to render services as a baseball player under such Uniform Player's Contract.

(i) The portion of the cost of the annuity to be paid by the Club while the Player is required to render services as a baseball player under the Contract shall be included as Salary for the Contract Year in which such cost is to be paid.

(ii) The portion of the cost of the annuity instrument to be paid by the Club after the Player is no longer required to render services as a baseball player under such Contract, if any, shall be treated as Deferred Compensation attributable pro rata over the Guaranteed Years of the Contract at its present value as calculated pursuant to paragraph (6)(b) above. Any compensation that the Player is scheduled to receive pursuant to such Annuity Compensation Arrangement shall not be considered Salary or Deferred Compensation.

(7) *Loans to Players*

For purposes of this Article XXIII, the following rules shall apply to any loans made by a Club to or at the direction of a Player.

(a) If any such loan bears no interest rate or an effective interest rate more than one and one-half percentage points below the Imputed Loan Interest Rate, then an amount of "Imputed Income" as calculated pursuant to subparagraph (b) below shall be included in the Player's Salary for each Contract Year that the loan remains unpaid. For any other loan, there shall be no "Imputed Income" (as defined in subparagraph (b) below) included in the Player's Salary.

(b) "Imputed Income" for each Contract Year covered by a Uniform Player's Contract shall be calculated by multiplying the difference between the Imputed Loan Interest Rate and the stated rate, if any, by the outstanding balance of the loan.

(c) If a Club has made a loan to a Player and forgives part or all of the loan, the forgiven loan amount shall be counted as Salary in the Contract Year in which the loan is forgiven; provided, however, that if a loan that is made after September 30, 2002 is forgiven in a Contract Year in which there is no Competitive Balance Tax, and if the Club forgiving the loan would have been assessed a Competitive Balance Tax for any Contract Year had the loan, by itself or in combination with other loans, been considered Salary from the outset, then the forgiveness of the loan shall be presumed to be an action designed to defeat or circumvent the Competitive Balance Tax. Unless the Club that forgave such a loan can rebut the foregoing presumption, the Club shall be required to pay into the Central Fund an amount equal to the Competitive Balance Tax(es) that the Club would have paid (based on the Tax Thresholds that were in effect when final Actual Club Payrolls were calculated for the Contract Year(s) in which a Competitive Balance Tax would have been paid) had the forgiven loan (or portion thereof) originally been considered Salary.

F. Association's Rights

(1) *Actual Club Payroll Information*

(a) On or before opening day of the 2003 championship season, the Office of the Commissioner shall provide the Association with a list for the 2002 Contract Year of each Club's final Actual Club Payroll, broken down by Player, and 2002 Player Benefit Costs.

(b) In each Contract Year in which the Competitive Balance Tax is operational, the Office of the Commissioner shall provide the Association with two "Preliminary Actual Club Payroll Compilations," the first of which shall be provided within 14 days following opening day of that championship season and the second of which shall be provided within 14 days following that season's All-Star Game. Each Preliminary Actual Club Payroll Compilation shall consist of a list of each Club's Actual Club Payroll, broken down by Player, and an estimate of Player Benefit Costs for that Contract Year, as of opening day and the All-Star game, respectively. In addition to the above, the Association may, from time to time, request the Office of the Commissioner to produce a Preliminary Actual Club Payroll Compilation or any portion thereof (including the Office of the Commissioner evaluation of any Uniform Player's Contract, the terms of which have been confirmed by the Association and the Office of the Commissioner) and the Office of the Commissioner shall provide such information within 14 days of each such request, provided that the Association will not make an unreasonable number of requests in any Contract Year.

(c) Upon the presentation of any evidence that a Player and a Club are prepared to agree to a Uniform Player's Contract, either Party to this Agreement (i.e., the Association or Office of the Commissioner) may initiate a process whereby the Parties prepare and exchange evaluations of that prospective Contract for Competitive Balance Tax purposes. The evaluations shall be exchanged within 48 hours of the initiation of the process by either Party.

(d) The Office of the Commissioner shall provide the Association with a list of the final Actual Club Payrolls, broken down by Player, and Player Benefit Costs for that Contract Year and the Competitive Balance Tax assessed against each Club ("final Actual Club Payroll Compilation"), if any, for the just completed championship

season on or before the December 21 following each championship season covered by this Agreement in which the Competitive Balance Tax is applicable.

(2) *Association's Rights to Challenge*

(a) Information Provided Pursuant to Section F(1)(b)

The Association shall have the right to question any calculation included in any information provided pursuant to Section F(1)(b) above and the Office of the Commissioner shall provide an answer to any such question within 10 days. If thereafter the Association disagrees with any calculation, it may file a challenge in the Grievance Procedure in Article XI at any time before the next November 30. At the request of either Party, any such Grievance shall be handled on an expedited basis, with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with opinion to follow, if necessary) no later than 15 days after the commencement of the hearing. Failure by the Association to challenge any such calculation shall not preclude the Association from challenging that calculation if contained in a final Actual Club Payroll Compilation nor shall such failure be of any relevance in such a challenge.

(b) Information Provided Pursuant to Section F(1)(c)

The Association shall have the right to question any calculation included in any information exchanged pursuant to Section F(1)(c) above and the Office of the Commissioner shall provide an answer to any such question within 24 hours. If thereafter the Association disagrees with the calculation put forward by the Office of the Commissioner, it may file a challenge in the Grievance Procedure in Article XI within three business days. Any such Grievance shall be handled on an expedited basis, with documents being exchanged as soon as possible, a hearing commencing within three business days of the filing of the Grievance (or as soon thereafter as is practicable) and the Panel issuing an Award (with opinion to follow, if necessary) no later than three business days after the commencement of the hearing. Failure by the Association to challenge any such calculation shall not preclude the Association from challenging that cal-

calculation if contained in a final Actual Club Payroll Compilation, nor shall such failure be of any relevance in such a challenge. Failure by the Office of the Commissioner to raise or pursue with the Arbitration Panel any disagreement with the Association concerning information exchanged pursuant to Section F(1)(c) above shall be irrelevant to any challenge by the Association to any calculation.

(c) Information Provided Pursuant to Section F(1)(d)

The Association may challenge any calculation included in information provided pursuant to Section F(1)(d) (the final Actual Club Payroll Compilation) by filing a Grievance pursuant to Article XI. If the Association disagrees with any calculation that affects the Competitive Balance Taxes assessed for that Contract Year, it shall file a Grievance within 45 days after it has received that Year's final Actual Club Payroll Compilation and the notice of assessed Competitive Balance Taxes (see Section B(4)(a)). Failure by the Association to challenge any calculation included in a final Actual Club Payroll Compilation shall not preclude the Association from challenging that calculation if contained in a final Actual Club Payroll Compilation for a later Contract Year, nor shall such failure be of any relevance in such a challenge. Such a challenge, however, will not result in changes to Competitive Balance Tax amounts assessed for prior Contract Years.

Any Grievance challenging a final Actual Club Payroll Compilation shall be handled by the Parties on an expedited basis with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with opinion to follow, if necessary) no later than 15 days after the commencement of the hearing. The filing of a Grievance by the Association shall not preclude the Office of the Commissioner from assessing and collecting the Competitive Balance Tax in accordance with Section B and using Competitive Balance Tax proceeds in accordance with Section H, unless the Chairman of the Arbitration Panel, upon application by the Association, provides otherwise. Unless the Chairman provides otherwise, any adjustments to the Competitive Balance Tax assessments and distributions made pursuant to Section F above necessitated by the resolution of an Association Grievance shall be

made by the Office of the Commissioner once the Grievance is finally resolved.

(d) Relationship to Grievance Procedure

(i) Nothing in this Section F is intended to affect the application of the Grievance Procedure to any other complaint involving the existence or interpretation of, or compliance with, this Article XXIII or any provision therein. Moreover, unless specifically modified by this Section F, it is intended that the provisions of Article XI will govern the resolution of disputes under this Article XXIII.

(ii) It is agreed that the existence of the expedited procedures in this Section F will not prohibit either Party from arguing that another dispute subject to Article XI should be heard prior to any dispute related to this Article XXIII.

G. Other Undertakings

(1) Neither the Parties hereto nor any Club or any Player shall enter into any agreement, Uniform Player's Contract or other transaction, that includes any terms designed to defeat or circumvent the intention of the Parties as reflected by this Article XXIII.

(2) At the time a Club and a Player enter into any Uniform Player's Contract, or at the time of the assignment of any Uniform Player's Contract, there shall be no unreported understandings or agreements of any kind between the Player and the Club. No other understandings or agreements, whether made before or after the signing of the Uniform Player's Contract or its assignment, shall be valid, recognizable or of any effect whatsoever, unless expressly set forth in a new or supplemental Uniform Player's Contract executed by the Player and the Club and complying with this Agreement and the Major League Rules. (See "Supplemental Agreements" paragraph of the Uniform Player's Contract.)

(3) If a Club and a Player currently signatory to a Uniform Player's Contract desire to modify or amend their contractual relationship, they must enter into a new Uniform Player's Contract that covers the then current championship season or, if signed after the championship season has started, the next immediate championship

season. The Average Annual Value of such new Contract shall be increased or decreased, whichever is applicable, by the figure arrived at by subtracting the amount of Salary that has been attributed under the rules of this Article XXIII to a Club in previous Contract Years under the Contract that is being replaced from the amount that was actually paid to the Player by a Club in those Contract Years. If a new Contract is signed during a championship season to commence with the next championship season, the calculation called for in this paragraph (3) shall be performed at the end of the then current championship season. Except for the limited circumstances described in this paragraph (3), no Player may be signatory to more than one unexpired Uniform Player's Contract at any time.

H. Uses Of Competitive Balance Tax Proceeds

Competitive Balance Tax proceeds collected pursuant to Section B(4) above shall be used as follows.

(1) The first \$5 million of the proceeds (collected for any Contract Year) shall be held in reserve for the purposes described in paragraphs (5)(b)(ii), (5)(c)(ii)(C) and (5)(d)(iii) of Section E and, if the Parties agree based on experience under such Salary attribution rules, another \$5 million, or such other figure to which the Parties agree, of proceeds (collected for any Contract Year) shall be held in reserve for such purposes. Any amount held in reserve pursuant to this paragraph (1), with accrued interest, shall be contributed to the Industry Growth Fund and used for the purposes set out in Article XXV if and when the Parties agree that there is no longer any need for such reserve.

(2) Fifty percent (50%) of the remaining proceeds collected for each Contract Year, with accrued interest, shall be used, as the Office of the Commissioner and the Association shall agree, to fund benefits to Players active during the term of this Agreement.

(3) Twenty-five percent (25%) of the remaining proceeds collected for each Contract Year, with accrued interest, shall be used, as the Office of the Commissioner and the Association shall agree, to fund projects and other efforts to develop baseball players in countries where organized high school baseball is not played.

(4) Twenty-five percent (25%) of the remaining proceeds collected for each Contract Year shall be contributed to the Industry Growth Fund and, with accrued interest, used for the purposes set out in Article XXV.

I. Sunset

There shall be no Competitive Balance Tax in place following the 2006 championship season, and the parties expressly acknowledge and agree that the provisions of this Article XXIII (except those concerning the collection and distribution of the Competitive Balance Tax proceeds for the 2006 Contract Year) shall not survive the expiration of this Agreement.

ARTICLE XXIV—The Revenue Sharing Plan

A. Definitions

(1) "Financial Information Questionnaire," or "FIQ," shall mean the questionnaire completed by each of the Major League Clubs and submitted, together with audited financial statements, on an annual basis for each revenue sharing year to the Office of the Commissioner. A revenue sharing year is defined as the fiscal year of the championship season that falls in that year (and shall be referred to, for any specific revenue sharing year under this Article, as "2003," "2004," "2005," etc., or the "2003 revenue sharing year," the "2004 revenue sharing year," etc.). From time to time, Clubs are also required by the Office of the Commissioner to supplement the FIQ by submitting additional information in a "Supplementary Information Questionnaire" ("SIQ").

(2) "Defined Gross Revenue" shall mean the aggregate operating revenues from baseball operations received, or to be received on an accrual basis, as reported by each Club on an annual basis in the Club's FIQ. "Baseball Operations" shall mean all activities of a Club that generate revenue, except those wholly unrelated to the business of Major League Baseball. Baseball Operations shall include (by way of example, but not by way of limitation):

(a) an activity that could be conducted by a non-Club entity but which is conducted by a Club because its affiliation or con-

nection with Major League Baseball increases the activity's appeal; and

(b) an activity from which revenue or value is received as a result of a decision or agreement to forego what otherwise would be Defined Gross Revenue.

(3) "Central Revenue" shall mean all of the centrally-generated operating revenues of the Major League Clubs that are administered by the Office of the Commissioner or central baseball including, but not limited to, revenues from national and international broadcasting agreements (television, cable, radio and Internet), Major League Baseball Properties, Inc., Baseball Television, Inc., Major League Baseball Enterprises, Major League Baseball Advanced Media, Inc., the Copyright Arbitration Royalty Panel, superstation agreements between the Commissioner's Office and the Clubs whose games are transmitted on a distant signal ("Superstation Agreements"), the All-Star Game and national marketing and licensing.

(4) "Local Revenue" shall mean a Club's Defined Gross Revenue less its share of Central Revenue.

(5) "Actual Stadium Expenses" shall mean the "Stadium Operations Expenses" of each Club, as reported on an annual basis in the Club's FIQ.

(6) "Net Local Revenue" shall mean a Club's Local Revenue less its Actual Stadium Expenses.

(7) The "Base Plan" shall be a 34% straight pool plan. The amount of net payment or net receipt under the Base Plan for each Major League Club shall be determined as follows: Each Club contributes 34% of its Net Local Revenue to a putative pool; that pool is then divided equally among all Clubs, with the difference between each Club's payment into the putative pool and its receipt therefrom producing the net payment or net receipt for that Club.

(8) Those Clubs that receive net receipts in a given revenue sharing year under the Base Plan shall be referred to for that year as "Payee Clubs." Those Clubs that make net payments in a given revenue sharing year under the Base Plan shall be referred to for that year as "Payor Clubs."

(9) The revenue sharing plan shall also have a "Central Fund Component" under which a portion of Major League Central Fund money will be reallocated from Payor Clubs to Payee Clubs. The amount of net payment or net receipt under the Central Fund Component for each Club shall be determined as follows:

(a) Net Transfer Value. At 100% implementation, the net transfer value of the Central Fund Component, in each revenue sharing year, shall be 41.066% of the net transfer value of the Base Plan in that revenue sharing year. "Net transfer value" shall mean the sum of the amounts transferred from Payor Clubs to Payee Clubs.

(b) Contributors and Recipients. During each revenue sharing year, Major League Central Fund money shall be reallocated from Clubs that are Payor Clubs for that revenue sharing year ("Contributors"). Distributions under the Central Fund Component for each revenue sharing year shall be made only to Clubs that: (i) are Payee Clubs for that revenue sharing year, and (ii) have a mean Net Local Revenue for the preceding three revenue sharing years that is below the industry's mean Net Local Revenue for that three-year period ("Recipients").

(c) Calculation

(i) Contributors. To determine the amount of Major League Central Fund money to be reallocated from each Contributor (at 100% implementation), multiply the Contributor's mean Net Local Revenue for the preceding three revenue sharing years by a fraction, the numerator of which is the net transfer value of the Central Fund Component in that revenue sharing year and the denominator of which is the sum of the means of each Contributor's Net Local Revenue for the preceding three revenue sharing years.

(ii) Recipients. To determine the amount of Major League Central Fund money to be distributed to each Recipient (at 100% implementation), multiply the net transfer value of the Central Fund Component in that revenue sharing year by a fraction, the numerator of which is the difference between the industry's mean Net Local Revenue for the preceding three revenue sharing years and the Recipient's mean Net Local

Revenue for that period, and the denominator of which is the sum of all such differences for each of the Recipients.

(d) Distribution. The Administrator, with each set of estimated payments under the Base Plan (see Section D(2)(a), below), shall disseminate to the Clubs an estimate of the reallocations and distributions to be made under the Central Fund Component for that revenue sharing year. Reallocations from the Contributors will be made by reducing the post-season distributions of the Major League Central Fund money those Clubs would have received during that revenue sharing year but for the operation of the Central Fund Component. Recipients shall receive their distributions of the Central Fund Component on December 1 of each revenue sharing year. Adjustments to these reallocations and distributions caused by changes in any Net Local Revenue figures shall be made at the time of the next distribution under the Base Plan.

(10) The "Commissioner's Discretionary Fund" shall consist of no more than \$10 million in Major League Central Fund money that is raised equally from all Clubs for each revenue sharing year. The Commissioner may make distributions from the Commissioner's Discretionary Fund to a Club or Clubs, in amounts and at times to be determined at the Commissioner's discretion, subject to the following guidelines and procedures.

(a) Guidelines. The Commissioner, in exercising this discretion, shall take no action that is inconsistent with the agreement of the Parties as reflected in this Agreement. By way of example, but not limitation, the Commissioner may not consider: (i) positions that a Club has taken with respect to any matter before the Clubs, the Executive Council or the Office of the Commissioner; (ii) a Club's contracting decisions with respect to or contemplated offers to free agents or free agent eligible players; or (iii) whether a Club's payroll is or has been above the Competitive Balance Tax threshold established in Article XXIII, above.

(b) Procedures

(i) Written Requests. Any Club seeking a distribution from the Commissioner's Discretionary Fund shall submit a request in writing to the Commissioner. The written request

must include, but need not be limited to: (A) the amount requested; (B) the use(s) to which the Club intends to put the requested distribution; and (C) an explanation of how, in the Club's view, the requested distribution should improve the Club's performance on the field. The Commissioner shall respond in writing to each request for a distribution from the Commissioner's Discretionary Fund.

(ii) Consultation with the Association. The Commissioner shall, within 30 days of receiving a request pursuant to subparagraph (b)(i) above, provide to the Association a copy of the written request and his preliminary position on the request (e.g., inclined to grant, might consider if modified, or not inclined to grant). The Commissioner shall, at the Association's request, consult with the Association prior to making any distribution. At the Association's request, the Commissioner shall also consult with the Association regarding a request that he is not inclined to grant in its current form. The Commissioner shall give notice to the Association at least 15 days prior to making any distribution, unless such notice is not possible under the circumstances. In such case, the Commissioner shall provide as much notice to the Association as is possible under these circumstances, but, in no event, shall any distribution be made without at least five (5) days' written notice to the Association. As part of any such consultation process, the Commissioner shall provide the Association with the documents required to be produced pursuant to Section E(2)(k) of this Article and any document reasonably requested by the Association pursuant to Section E(2).

(iii) Timing of Distributions. The Commissioner shall attempt to make distributions for a given revenue sharing year no later than December 1. If the Commissioner does not distribute the entirety of the Commissioner's Discretionary Fund in any given revenue sharing year, the Commissioner shall distribute the remainder of the Commissioner's Discretionary Fund to the Clubs on a pro rata basis before the close of the revenue sharing year. In no event may the Commissioner carry over any remaining funds in the Commissioner's Discretionary Fund to a subsequent revenue sharing year.

(11) The "Administrator" shall be the representative (or representatives) responsible, in consultation with the Association, for administration of the revenue sharing plan under this Article. (See Section D, Administration, below.)

B. General Principles

(1) Intent of the Plan

The intent of the revenue sharing plan is to effect in each revenue sharing year the equivalent net transfer of revenue among the Clubs of \$248.014 million at 100% implementation, based on 2001 "Payment 5" local revenue data, plus such net transfer as may result from distributions of the Commissioner's Discretionary Fund.

(2) Other Sharing

(a) Gate Receipts. The functions formerly handled by the League Offices shall be funded in a substantially equivalent fashion as they have been in the past.

(b) Central Revenue. Except as expressly provided in Sections A(9) and A(10) above, nothing in this Article is intended to alter current agreements among the Clubs pertaining to Central Revenue, including but not limited to, the Major League Central Fund, the Office of the Commissioner, Major League Baseball Properties, Inc., Baseball Television, Inc., Major League Baseball Enterprises, Major League Baseball Advanced Media, Inc., the Copyright Arbitration Royalty Panel, Superstation Agreements, the All-Star Game and national marketing and licensing. Notwithstanding the preceding sentence and except as expressly provided in Sections A(9) and A(10) above, the Office of the Commissioner shall take no action regarding the allocation or distribution of Central Revenue that is (i) in response to the operation of the revenue sharing plan or (ii) inconsistent with the manner in which the Commissioner has allocated or distributed Central Revenue in the past.

(3) Accounting Rules

In calculating net payments and net receipts, the Administrator, on behalf of the Clubs, shall use the definitions contained in the 2002 FIQ, subject to the provisions of Section D below. The inten-

tion is to continue to follow Generally Accepted Accounting Principles ("the GAAP rules") in the adoption and application of revenue and expense definitions contained in the FIQ and to use GAAP or, in designated situations, federal tax principles, as the "default" standards in the accounting conventions, policies and practices reflected in the FIQ (and in any changes to any of the foregoing). It is acknowledged, however, that specific exceptions to the GAAP rules have been and will be warranted to ensure uniformity, consistency and fair treatment among the Clubs, subject to the provisions of Section D, below.

(4) Interests of the Association

The revenue sharing plan may have a significant impact on the industry globally as well as on individual Clubs. Accordingly, the Parties acknowledge that the Association has a significant interest in any aspect of any of the components of the revenue sharing plan or its operation materially affecting either: (a) the overall industry-wide transfer of revenue among Clubs; or (b) the amounts of payments made by individual Clubs and the amounts of receipts received by individual Clubs. This paragraph shall not be construed to limit the Association's right to assert that it has other legitimate interests in the operation of the plan.

(5) Other Undertakings

(a) A principal objective of the revenue sharing plan is to promote the growth of the Game and the industry on an individual Club and on an aggregate basis. Accordingly, each Club shall use its revenue sharing receipts (from the Base Plan, the Central Fund Component and the Commissioner's Discretionary Fund) in an effort to improve its performance on the field. The Commissioner shall enforce this obligation by requiring, among other things, each Payee Club, no later than April 1, to report on the performance-related uses to which it put its revenue sharing receipts in the preceding revenue sharing year. Consistent with his authority under the Major League Constitution, the Commissioner may impose penalties on any Club that violates this obligation.

(b) The Clubs and the Association recognize that the participation of two Clubs is necessary for the production of the on-field

competition that the Clubs sell to the public. The net payments and net receipts required by this Article XXIV reflect a continuation of the amounts paid directly to the visiting Clubs and are in recognition of the principle that visiting Clubs should share, and in fact traditionally have shared, in the economic benefits jointly generated by the Game at another Club's home field.

(c) None of the Parties hereto shall enter into any agreement, or engage in any transaction or other conduct, designed to defeat or circumvent the intentions of the Parties as reflected in this Article XXIV.

C. Implementation

(1) Base Plan

The Base Plan shall be fully implemented in each year of this Agreement.

(2) Central Fund Component

Under the Central Fund Component, in 2003, the amounts reallocated from the Contributors and the amounts distributed to the Recipients shall be 60% of those produced at full (100%) implementation. In 2004, the reallocations and distributions, respectively, shall be 80% of those produced at full implementation. The Central Fund Component shall be fully implemented in 2005 and 2006.

(3) Commissioner's Discretionary Fund

The Commissioner's Discretionary Fund shall be fully implemented in each year of this Agreement.

D. Administration

(1) Responsibility

The administration of the revenue sharing plan under this Article XXIV shall be the responsibility of the Administrator in consultation with the Association. The Administrator shall be a Committee of Clubs and/or representatives designated by the Major League

Baseball Executive Council. The Administrator shall be designated within 30 days following the execution of this Agreement.

(2) *Duties of Administrator*

The Administrator shall have the following duties and responsibilities, to be performed in consultation with the Association:

(a) Calculations and Determination of Payment Schedule. The Administrator shall calculate and determine the timing of payment and distribution of net payments and net receipts by (or to) Clubs. In this regard, the Administrator is authorized to require estimated partial payments and distributions during the course of a revenue sharing year and to assess reasonable penalties for intentionally inaccurate estimates by Clubs. Unless altered by the Administrator in consultation with the Association, the Clubs shall make payments under the Base Plan to the Administrator in each year of the revenue sharing plan under the following schedule:

	Reporting Date	Payment Date	Distribution Date	Amount of Payment
Payment 1	May 15	May 25	June 1	33% of Estimated Annual Net Payment
Payment 2	July 15	July 25	August 1	66% of Estimated Annual Net Payment Less: Payment 1
Payment 3	September 25	September 30	October 1	100% of Estimated Annual Net Payment Less: Payments 1 and 2
Payment 4	November 15	November 25	December 1	Post-Season True-Up, Unaudited
Payment 5	March 31	June 7	June 15	Final Determination of Annual Net Payment Based on Audited Results

(i) The "Reporting Date" shall be the date on which the Clubs submit their most recent estimate of Net Local Revenues.

(ii) The "Payment Date" shall be the date on which the Payor Clubs pay estimated amounts to the Administrator based on an updated revenue sharing calculation provided to the Clubs.

(iii) The "Distribution Date" shall be the date on which the Administrator distributes estimated amounts to Payee Clubs based on the updated revenue sharing calculation.

In determining whether to alter the foregoing schedule, the Administrator shall accord substantial weight to the cash flow needs under this Agreement of the industry as a whole, as opposed to any specific Club. The Administrator shall also provide the Association with notice of any inter-Club disputes relating to the payment and distribution of net payments and receipts and the resolution of such disputes.

The Central Fund Component shall operate as provided in Section A(9), above. The Commissioner's Discretionary Fund shall operate as provided in Section A(10), above.

(b) Review of Accounting and Reporting Practices. The Administrator shall review the accounting and reporting practices of the Clubs, as reflected in Club financial information submitted in connection with the FIQs, audited financial statements, and any SIQs or supplemental information required by the Administrator to be submitted by Clubs. The Administrator shall also conduct regular full independent audits of the Clubs and of particular significant transactions (e.g., related party transactions). The Administrator will continue to conduct full compliance audits of each Club in each year of this Agreement. The Administrator is also authorized to make appropriate changes, in furtherance of the objectives described below in Section D(2)(c), in the definitions, accounting conventions, policies or practices reflected in the FIQ, subject to prior notice to, and consultation with, the Association. The Administrator is also authorized to require a more detailed Club submission of line items as set out in the FIQ.

(c) Objectives. In performing functions under this paragraph (2), the objectives of the Administrator are:

- (i) to achieve uniformity and consistency in reporting among Clubs;
- (ii) to achieve uniformity and consistency in reporting from revenue sharing year to revenue sharing year;

(iii) to accord fair treatment in the calculation of net payments and net receipts;

(iv) to be fair, impartial and objective in assessing and evaluating new issues that arise in the operation of the plan; and

(v) to remain faithful to the agreement of the Parties reflected in this Article XXIV.

(3) *Specific Prohibition*

In performing duties and responsibilities in the administration of the revenue sharing plan, the Administrator shall not materially affect the agreement of the Parties as reflected in this Article, including, but not limited to:

(a) the industry-wide net transfer of Net Local Revenue among Clubs;

(b) the amounts of contributions made by individual Payor Clubs and the amounts of payments received by individual Payee Clubs;

(c) the amounts contributed and distributed by Clubs under the Central Fund Component; or

(d) the amounts contributed and distributed under the Commissioner's Discretionary Fund.

E. Participation of the Association

(1) *Consultation*

(a) Within 30 days following execution of this Agreement, the Administrator shall promptly notify and consult with the Association in advance with regard to any proposed action the Administrator intends to take pursuant to paragraphs (1), (2)(a) and (2)(b) of Section D above in connection with the administration of the revenue sharing plan. The Administrator and the Association shall thereafter meet regularly on a monthly basis to facilitate administration of the plan. Further, the Administrator shall regularly notify and consult with the Association with respect to any proposed changes described in Section D(2)(b), or any other proposed

changes in the administration of the plan, preliminary and final estimated partial payment calculations and preliminary and final calculations regarding net payments or net receipts due under any component of the plan.

(b) Failure by the Association to challenge at the consultation stage with the Administrator or under the Grievance Procedure in Article XI any such proposed actions, changes, or preliminary estimated partial payment calculations or preliminary calculations regarding net payments or net receipts described above in Section E(1)(a) shall not preclude the Association from challenging under the Grievance Procedure in Article XI any action taken, changes made, or final estimated partial payment calculations or final calculations regarding net payments or net receipts made by the Administrator in connection with the administration of the revenue sharing plan. Further, nothing in this Article, including, but not limited to, the consultation rights accorded the Association, is intended to limit either the substantive rights of the Association under this Article or the application of the Grievance Procedure in Article XI as to any complaint involving the existence or interpretation of, or compliance with, this Article or any provision herein.

(c) The filing of a Grievance under Article XI by the Association shall not preclude the Administrator from calculating, collecting or redistributing estimated partial payments or receipts or final net payments or receipts in accordance with this Article, unless the Chairman of the Arbitration Panel, upon application by the Association, provides otherwise. Unless the Chairman provides otherwise, any adjustments to the calculation, collection or redistribution of estimated partial payments or receipts or of final net payments or receipts pursuant to this Article necessitated by the resolution of an Association Grievance shall be made by the Administrator once the Grievance is finally resolved.

(2) Right to Information

The Administrator shall provide to the Association, upon request, any relevant information necessary to the Association's performance of its functions under this Article as collective bargaining representative. More specifically, and not by way of limitation, the Administrator shall promptly provide to the Association on a regular basis

for each revenue sharing year of this Agreement, copies of the following documents (in hard copy and/or computer readable form, whichever is available) within 10 days following preparation by or receipt by the Administrator of such data, except that (i) copies of documents responsive to subparagraph (k) shall be provided with the notice provided pursuant to Section A(10)(b)(ii) of this Article; (ii) copies of documents responsive to subparagraphs (e), (n) and (p) shall be provided within 30 days following preparation of such data by the Clubs (or the Administrator); and, if requested, (iii) copies of documents responsive to subparagraph (m) shall be provided within 10 days following the Association's request, as the case may be:

- (a) the form FIQ to be submitted by Clubs, together with any form SIQ or other forms requiring the submission of supplemental information to the Administrator by Clubs;

- (b) any proposed changes in the form FIQ, SIQ or other forms to be submitted to the Administrator by the Clubs, together with explanatory reports, if any, regarding such proposed changes;

- (c) completed FIQs, SIQs or other supplemental information forms submitted to the Administrator by each Club;

- (d) audited financial statements submitted by each Club;

- (e) summaries of local media contracts (and/or of any other individual Club contracts) submitted by each Club to, or maintained under the supervision of, the Office of the Commissioner (or the Administrator);

- (f) any industry-wide compilation of revenue and expense data, whether broken out by individual Club or groups of Clubs;

- (g) any completed forms submitted by the Clubs to the Administrator in connection with the preparation of estimates of net payments or net receipts under any component of the plan;

- (h) any preliminary estimated partial payment calculations or preliminary calculations by the Administrator of net payments and net receipts due under any component of the plan;

- (i) any document reflecting a distribution to a Club under any component of the plan;

(j) any document prepared by or on behalf of the Administrator in connection with a full or partial independent audit of any Club conducted by or on behalf of the Administrator as described in Section D(2)(b) and Section E(3)(a) of this Article;

(k) any correspondence to or from the Administrator or the Office of the Commissioner regarding a contemplated distribution, noticed pursuant to Section A(10)(b)(ii) of this Article, including but not limited to the written request submitted pursuant to subparagraph (b)(i) of that Section and any documents considered by the Commissioner during his review of the request;

(l) reports filed with the Commissioner pursuant to Section B(5)(a) of this Article and any correspondence from or to the Commissioner relating to his enforcement of Section B(5)(a) of this Article;

(m) upon specific request by the Association, any unsuccessful request made pursuant to Section A(10)(b)(i) of this Article, any correspondence responsive to such submission and any document that the Commissioner considered in connection with his rejection of such request;

(n) upon specific request by the Association, any Club document(s) examined or required to be examined by or on behalf of the Administrator in connection with a full or partial independent audit of any Club conducted by or on behalf of the Administrator as described in Section D(2)(b) and Section E(3)(a) of this Article;

(o) any final calculations by the Administrator of estimated partial payments, net payments and net receipts due under the plan; and

(p) upon specific request by the Association, a description of the methodologies, assumptions and procedures used by the Administrator to calculate and/or reconcile items reported in Club FIQs and Club audited financial statements.

(3) *Right to Audit*

(a) The Association shall have the right, at any time during this Agreement, to require the Administrator to conduct a full or partial

independent audit of any Club for a given revenue sharing year or of any particular transaction, regardless of whether such an audit would have been required by the Administrator under the procedures referred to in Section D(2)(b) above. Further, should the Association require such an audit, the Association shall also have the right to require the Administrator to examine specified transactions, revenue and/or expense items, and/or to require reconciliation of the Club's FIQ and audited financial statements in specified areas. The Association also shall have the right to require the Administrator to examine specified Club document(s). The Administrator shall conduct the audit within a reasonable period of time from the date of a written demand therefor by the Association. To the extent practicable, such audit will be conducted under the same procedures and under the same time schedule as other audits conducted by the Administrator in accordance with Section D(2)(b) above. All expenses for such audits shall be borne solely by the Administrator.

(b) Upon a showing of good cause, the Association shall have the right to conduct its own full or partial independent audit of any such Club or transaction, upon written notice to the Administrator. The Administrator shall promptly arrange the date for the Association's audit, to be conducted within a reasonable period of time from the date of the Association's notice pursuant to this subparagraph.

(c) Notwithstanding the provisions of Section D(2)(b), Section E(3)(a) and Section E(3)(b) above, and without regard to whether the Administrator has conducted an audit pursuant to Section D(2)(b) or Section E(3)(a) of any Club (or Clubs), the Association, upon written notice to the Administrator, shall have the right to conduct its own full or partial independent audit of six (6) Clubs per year for each revenue sharing year. Notwithstanding the foregoing, upon a showing of good cause, the Association shall have the right to conduct its own full or partial independent audit of more than six (6) Clubs for each revenue sharing year. The Administrator shall promptly arrange the date for the Association's audit, to be conducted within a reasonable period of time from the date of the Association's notice pursuant to this subparagraph.

(d) Any audits conducted by the Association pursuant to subparagraphs (b) or (c) above, may be conducted by representatives of

the Association's choice, including accountant(s) employed on the Association's staff, so long as such representatives are working under the supervision of Certified Public Accountant(s) of the Association's choice.

(e) The Association shall utilize the rights set forth in this paragraph (3) in good faith and only in furtherance of its interest in ensuring compliance with this Agreement. In no event will the Association conduct an unreasonable number of its own audits for any revenue sharing year.

(4) Confidentiality

Any financial information obtained by the Association from the Clubs (or the Administrator) pursuant to this Article shall be subject to the Confidentiality Agreement appended hereto in Attachment 14.

ARTICLE XXV—The Industry Growth Fund

A. Objective and Purposes

The Parties shall maintain the Industry Growth Fund ("IGF") established under the 1997 Basic Agreement. The objective of IGF is to promote the growth of baseball in the United States and Canada, as well as throughout the world. To this end, IGF will be operated jointly by Players and Clubs in furtherance of the following purposes:

- (1) to enhance fan interest in the game;
- (2) to increase baseball's popularity; and
- (3) to ensure industry growth into the 21st Century.

B. Joint Activities

In furtherance of the purposes described above in Section A, the Parties shall make funds available to IGF for joint activities supervised by the Association and the Clubs in the following areas:

- (1) licensing, promotional, advertising and marketing projects;
- (2) international development, including Player tours, licensing, media relations and support for baseball federations throughout the world;

- (3) development and use of new media technology;
- (4) community service activities;
- (5) enhancement in popularity and revenue growth among those Clubs that are or have been Payee Clubs under Article XXIV during the term of this Agreement, with particular attention to the interests of cities and communities in the retention of Major League Clubs (provided that funds are distributed based on investment criteria and not as automatic supplements to revenue sharing pursuant to Article XXIV); and
- (6) any other joint activities deemed by the Parties to be in furtherance of the purposes of IGF.

C. Administration

(1) Board of Directors

(a) The Parties shall maintain a Board of Directors of IGF ("the IGF Board"), consisting of seven members. The Executive Director of the Association and the Executive Vice President, Labor and Human Resources of the Office of the Commissioner, or their designees, shall serve as Co-Chairs of the IGF Board. The Association and the LRD, on behalf of the Clubs, shall each appoint two additional members ("Association Members" and "Club Members," respectively). One additional member ("Independent Member") shall be appointed jointly by the LRD, on behalf of the Clubs, and the Association. The Independent Member shall not be a current employee, vendor, contractor, partner, member of, or consultant to, any Club, the LRD, the Association or any other centrally-operated Baseball entity. The IGF Board shall consist of the two Co-Chairs, the two Association Members, the two Club Members and the one Independent Member.

(b) It shall be the responsibility of the IGF Board to oversee the operation and activities of IGF. The IGF Board shall meet in person at least three times each year. The IGF Board may also hold conference calls and receive reports and other information about the activities and operation of IGF.

(2) Co-Operating Officers

The Association and the LRD, on behalf of the Clubs, shall each appoint one Co-Operating Officer for IGF. The responsibilities of the Co-Operating Officers shall be:

- (a) to work together in the operation and administration of IGF on a day-to-day basis;
- (b) to formulate, plan and agree upon joint activities (including budgets, contractors and/or vendors therefor) as described in Section B above;
- (c) to consult with the IGF Board regarding joint activities (including budgets, contractors and/or vendors therefor) as described in Section B above and as agreed upon by the Co-Operating Officers; and
- (d) to otherwise make regular reports to the IGF Board about current and future IGF activities.

D. Dispute Resolution

(1) Disputes Concerning Joint Activities

Any dispute concerning a decision whether or not to participate in a joint activity, including disputes over budgets, the selection of contractors and/or vendors therefor, shall be resolved by the Co-Chairs of the IGF Board and, absent resolution by them, such joint activity shall not be undertaken. Decisions by the Co-Chairs with respect to this type of dispute shall be final and binding upon the Parties.

(2) Disputes Subject to Resolution by the Independent Member

Any dispute regarding the day-to-day operations of IGF (other than the disputes described in paragraph (1) above) shall be subject to resolution by the Independent Member. Either of the Co-Operating Officers shall have the right to bring such a dispute to the attention of the Independent Member by written notice within seven (7) business days from the date such dispute arises, with a copy simultaneously to the other Co-Operating Officer. The Independent Member, within five (5) business days from receipt of such written

notice, shall render a decision resolving the dispute. In reaching the decision, the Independent Member shall accord paramount consideration to the objective and purposes of IGF, as described in Section A above, as well as to the funding available to IGF, as described in Section E below. The Independent Member's decision resolving the dispute shall be in writing with a brief explanation of the reasons therefor. The decision of the Independent Member shall be final and binding upon the Parties.

(3) *Other Disputes*

Except for disputes subject to paragraph (1) or (2) above, nothing in this Article XXV is intended to affect either the substantive rights of the Parties under this Article XXV or the application of the Grievance Procedure in Article XI to any other complaint involving the existence or interpretation of, or compliance with this Article or any provision herein.

E. Funding

(1) *Competitive Balance Tax Proceeds*

Competitive Balance Tax proceeds shall be contributed to IGF as provided in Article XXIII(H)(1) and (4).

(2) *Additional Voluntary Contributions*

In addition, either the Association, in its discretion, or the Clubs, in their discretion, may contribute additional amounts to IGF.

F. Continuation of IGF After the Termination of the Basic Agreement

If, as of the termination of this Agreement, there are funds available for use by IGF as a result of the operation of Section E above, for activities described in Section B above, then notwithstanding termination of this Agreement and any rights of the Clubs under the National Labor Relations Act, IGF shall remain in existence and in operation as if this Agreement had not terminated, until such funds are exhausted through use in activities described in Section B above, or until the Association and the LRD agree to terminate operation of IGF, whichever is earlier.

ARTICLE XXVI—Term

This Agreement shall terminate on December 19, 2006.

ARTICLE XXVII—Comprehensive Agreement

This Agreement represents a complete, full and final understanding on all bargainable subjects covering Players during the term of this Agreement, except such matters as may become bargainable pursuant to the reopener provisions of this Agreement or under the terms of the following agreements:

- (a) the Major League Baseball Players Benefit Plan;
- (b) the Agreement Re Major League Baseball Players Benefit Plan; and
- (c) the Agreement regarding dues check-off.

All rights to bargain with one another concerning any subject whatsoever regarding Players for the duration of this Agreement are expressly waived by the Parties, except to the extent permitted in said Agreements and in the reopener provisions of this Agreement. Should this Agreement be reopened pursuant to the provisions hereof, each of the Parties shall have the right to take concerted action in support of its position.

It is further agreed by the Parties that during the term of this Agreement they will use their best efforts to ensure that all terms and conditions of all Uniform Player's Contracts signed by individual Players will be carried out in full.

ARTICLE XXVIII—Execution of this Agreement

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

This Agreement is executed by the undersigned acting solely in their respective representative capacities and not in their individual capacities.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names as of the day and year first above written.

CLUBS

ATLANTA NATIONAL LEAGUE
BASEBALL CLUB, INC.
CHICAGO NATIONAL LEAGUE
BALL CLUB
CINCINNATI REDS, L.L.C.
COLORADO ROCKIES BASEBALL
CLUB, LTD.
STERLING DOUBLEDAY
ENTERPRISES, L.P.
HOUSTON MCLANE COMPANY, INC.
DBA HOUSTON ASTROS BASEBALL CLUB
LOS ANGELES DODGERS, INC.
FLORIDA MARLINS BASEBALL
CLUB, L.L.C.
MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP
BASEBALL EXPOS, L.P.
THE PHILLIES
PITTSBURGH ASSOCIATES
ST. LOUIS CARDINALS, L.P.
PADRES L.P.
SAN FRANCISCO BASEBALL
ASSOCIATES, L.P.
AZPB LIMITED PARTNERSHIP
BALTIMORE ORIOLES LIMITED
PARTNERSHIP
THE BOSTON RED SOX
BASEBALL CLUB
ANAHEIM ANGELS L.P.
CHICAGO WHITE SOX, LTD.
CLEVELAND INDIANS BASEBALL
COMPANY LIMITED PARTNERSHIP
DETROIT TIGERS, INC.
KANSAS CITY ROYALS BASEBALL
CORPORATION
MINNESOTA TWINS

MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

Paul Abbott
Rich Aurilia
Aaron Boone
Tony Clark
Craig Counsell
Johnny Damon
Ryan Drese
Damion Easley
John Flaherty
Joe Girardi
Doug Glanville
Tom Glavine
Jason Grimsley
Rick Helling
Denny Hocking
Kevin Jarvis
Charles Johnson
Jason Johnson
Ray King
Steve Kline
Al Leiter
Jeff Liefer
Paul LoDuca
Mark Loretta
Mike Myers
Russ Ortiz
Mike Remlinger
Brian Schneider
Scott Schoeneweis
Mike Stanton
Blake Stein
B.J. Surhoff
Vernon Wells
Kevin Young
Gregg Zaun
Todd Zeile
Jeff Zimmerman
Barry Zito

NEW YORK YANKEES LIMITED
PARTNERSHIP
ATHLETICS INVESTMENT
GROUP, LLC DBA OAKLAND
ATHLETICS BASEBALL COMPANY
THE BASEBALL CLUB OF
SEATTLE, L.P.
TEXAS RANGERS BASEBALL
PARTNERS
ROGERS BLUE JAYS BASEBALL
CLUB PARTNERSHIP
TAMPA BAY DEVIL RAYS, LTD.

By

Major League Baseball
Office of the Commissioner
Robert D. Manfred, Jr.,
Executive Vice President
Labor and Human Resources
and Labor Counsel

By

Donald M. Fehr,
Executive Director
and General Counsel

ATTACHMENT 1

Delivery and Availability of Player Contracts

The Office of the Commissioner will provide copies of all newly signed and approved Uniform Player's Contracts to the Association on a quarterly basis. Contracts not yet approved or disapproved by the Commissioner will be made available to the Association upon its request.

ATTACHMENT 2

Donald M. Fehr, Esquire
Executive Director and General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Don:

I understand that the Players Association has expressed concern that the Commissioner might take some action pursuant to Article XI(A)(1)(b) of the Basic Agreement which could negate rights of Players under the new Basic Agreement. While I have difficulty seeing that this is a real problem, I am quite willing to assure the Association that the Commissioner will take no such action.

Sincerely,

Allan H. Selig
Commissioner of Baseball

ATTACHMENT 3

Robert D. Manfred, Jr.
Executive Vice President of
Labor and Human Resources
Labor Counsel
245 Park Avenue
New York, New York 10167

Dear Rob:

As we have agreed, in cases in which the Arbitration Panel decides that an award including interest is appropriate, the interest rate to be applied shall be as calculated under Article XV(K) of the Basic Agreement.

This letter shall not be admissible in an arbitration hearing for any purpose other than the calculation of an appropriate interest rate.

Sincerely,

Donald M. Fehr
Executive Director and
General Counsel
Major League Baseball Players
Association

ATTACHMENT 4

Safe and Healthful Working Conditions

This will set forth the understanding of the Parties that the Players Association may properly file and pursue through arbitration a grievance concerning safety and health.

It is further understood that the Parties will attempt to avoid grievances on this subject by making every reasonable effort to utilize the Safety and Health Advisory Committee provided for in Article XIII(A) of the Basic Agreement.

ATTACHMENT 5

Standard Form of Diagnosis
(ebis System Generated From Choices)

To: Office of the Commissioner (Baseball Operations)

Player's Name

Club

Position

15-Day DL ☐ 60-Day DL ☐ Transfer to 60-Day DL ☐

Date of Injury Last Game Appearance

Initial Placement Date Recertification Date

Date of Examination

Earliest Reinstatement Date

Nature of Injury

Body Side Part of Body Injured

Body Part Detail

Diagnosis Description

Estimate Time for Recovery

Physician Name Physician Signature

Date

Club Official Name

Date

Club Official Signature

cc: Player
Players Association

Nature of Injury Data Table

The following table represents the drop down menu items in the Nature of Injury data section of the Disabled List Placement screen. The three columns of the table (Body Part, Body Part Detail, and Diagnosis Description) reflect the data elements available in the respective drop down lists provided in the interface. Depending on the user's selection of Body Part, the Body Part Detail and Diagnosis Description fields are populated. The second chart represents the associated drop down data elements available in the Ailment drop down list. Body Part Detail and Diagnosis Description for each Body Part will be sorted alphabetically in all drop-down lists that correspond to the data in the two following tables.

Body Part	Body Part Detail	Diagnosis Description
Head	Skull	Concussion
	Cheekbone	Infection
	Eye	Laceration
	Nose	Contusion
	Ears	Fracture
	Jaw	TMJ
	Other	Post-concussion Syndrome
		Other
Shoulder	Shoulder	Fracture
	Labrum	Separation
	Rotator Cuff	Dislocation
	A/C Joint	Subluxation
	Acromioclavicular	Tear
	Other	Tendinitis
		Impingement Syndrome
		Bursitis
		Nerve Injury
		Surgery
		Blood Clot
		Other

Body Part	Body Part Detail	Diagnosis Description
Arm/Elbow	Elbow	Fracture
	Forearm	Dislocation
	Triceps	Bone Spurs
	Biceps	Loose Bodies
	Other	Inflammation
		Radial Nerve Injury
		Ulnar Nerve Injury
		Ulnar Collateral Lig. Injury
		Muscle Injury
		Tendon Injury
		Contusion
		Surgery
		Other
Wrist/Hand/Fingers	Wrist	Fracture
	Hand	Navicular Fracture
	Thumb	Hamate Fracture
	Digit 2	Dislocation
	Digit 3	Ligament Injury
	Digit 4	TFCC Injury
	Digit 5	Carpal Tunnel Synd.
	Other	Muscle Injury
		Tendon Injury
		Nerve Injury
		Contusion
		Laceration
		Infection
		Surgery
		Other

Body Part	Body Part Detail	Diagnosis Description
Chest/Back/Spine	Back	Inflammation
	Cervical Spine	Fracture
	Thoracic Spine	Facet Joint Problem
	Chest	Contusion
	Ribcage	Stenosis
	Oblique Muscle	Disk Injury/Disease
	Lumbar Spine	Nerve Injury
	Sacrum	Sciatic Nerve Irritation
	Other	Ligament Sprain
		Muscle Strain
		Muscle Spasm
		Surgery
		Other
Pelvis/Hips	Pelvis	Fracture
	Groin	Dislocation
	Hip	Strain
	Hernia	Bursitis
	Thigh	SI Joint Injury
		Contusion
	Abdomen	Nerve Injury
	Buttocks	Surgery
	Other	Other
Upper Leg/Thighs	Thigh	Fracture
	Quadriceps	Dislocation
	Hamstring	Contusion
		Nerve Injury
	Femur	Strain
	Other	Surgery
		Tendinitis
		Torn
		Other

Body Part	Body Part Detail	Diagnosis Description
Lower Leg/Knee	Knee	Fracture
	Calf	Dislocation
	Shin	Patella Disease
		Patella Dislocation
	Patella	Ligament Injury
	Other	Medial Collateral
		Lateral Collateral
		Anterior. Cruciate
		Posterior. Cruciate
		Medial Meniscus Injury
		Lateral Meniscus Injury
		Bursitis
		Plica
		Degenerative OA
		Compartment Syndrome
		Contusion
		Laceration
		Nerve Injury
		Surgery
		Chondromalacia
		Tendinitis
		Other
Ankle/Foot/Toes	Ankle	Fracture
	Great Toe	Multiple Fractures
	Digit 2	Dislocation
	Digit 3	Nerve Injury
	Digit 4	Sprain
	Digit 5	Heel Pain
	Heel	Planter Fasciitis
	Foot	Turf Toe
	Achilles Tendon	Contusion
	Other	Bursitis
		Laceration
		Infection
		Surgery
		Other

Body Part	Body Part Detail	Diagnosis Description
Internal Organs	Heart	Inflammation
	Kidney	Aneurysm
	Stomach	Disease
	Lungs	Irregular Heartbeat
	Other	Stones
		Hernia
		Other

Ailment
Cancer
Glaucoma
Pneumonia
Appendectomy
Mumps
Chicken Pox
Measles
German Measles
Bell's Palsy
Other

ATTACHMENT 6



MAJOR LEAGUE BASEBALL PLAYER MEDICAL HISTORY QUESTIONNAIRE Béisbol de las Grandes Ligas Cuestionario de Historia Médica del Jugador

Name _____		Date _____			
<i>Nombre</i>		<i>Fecha</i>			
SS# _____		DOB _____		Age _____	
<i>Numero de su seguro social</i>		<i>Fecha de nacimiento</i>		<i>Edad</i>	

Explain "yes" answers on line or below. <i>Explique las repuestas "sí" en esta línea o abajo.</i>	YES	NO	Don't Know
	<i>(Si)</i>		<i>(No Sabe)</i>

1. Have you ever been a patient in the hospital? <i>(¿Alguna vez ha sido paciente en un hospital?)</i>	()	()	()
2. Have you ever had surgery? <i>(¿Alguna vez ha tenido una operación?)</i>	()	()	()

Identify <i>(Identificar)</i> : _____	Date <i>(Fecha)</i> : _____
	Date <i>(Fecha)</i> : _____

3. Are you taking medicine or pills? (Prescription or over-the-counter) <i>¿Está tomando alguna medicina o pastillas? (Recetadas o sin receta)</i>	()	()	()
---	-----	-----	-----

Identify <i>(Identificar)</i> : _____	
---------------------------------------	--

4. Does your family have a history of? <i>(¿Tiene un historial familiar de?)</i> :	
Heart disease <i>(Enfermedad del corazón)</i>	() () ()
Diabetes <i>(Diabetes)</i>	() () ()
High blood pressure <i>(Alta presión sanguínea)</i>	() () ()
Cancer <i>(Cáncer)</i>	() () ()
Sudden death before age 50 <i>(Muerte repentina antes de los 50 años)</i>	() () ()
Mental illness <i>(Enfermedades mentales)</i>	() () ()
Stroke <i>(Derrame cerebral)</i>	() () ()
Other <i>(Otros)</i> _____	

5. Do you have any allergies? <i>(¿Tiene alergia a?)</i>	()	()	()
() Medicines <i>(Medicinas)</i> Identify <i>(identifique)</i> : _____			
() Insects <i>(Insectos)</i> Identify <i>(identifique)</i> : _____			
() Other <i>(Otros)</i> _____			

6. Have you ever passed out? <i>(¿Alguna vez se ha desmayado?)</i>	()	()	()
7. Have you ever passed out with exercise? <i>(¿Alguna vez se ha desmayado después del ejercicio?)</i>	()	()	()
8. Have you ever been dizzy during exercise? <i>(¿Alguna vez ha sentido mareos durante el ejercicio?)</i>	()	()	()
9. Have you ever been dizzy after exercise? <i>(¿Alguna vez ha sentido mareos después del ejercicio?)</i>	()	()	()
10. Do you tire more quickly than your friends with exercise? <i>¿Se cansa más rápido haciendo ejercicio que sus amigos?</i>	()	()	()

	YES (Si)	NO	Don't Know (No Sabe)
11. Do you ever have any chest pain with exercise? <i>¿Alguna vez ha tenido dolor en el pecho durante el ejercicio?</i>	()	()	()
12. Do you ever have any chest pain after exercise? <i>¿Alguna vez ha tenido dolor en el pecho después del ejercicio?</i>	()	()	()
13. Have you ever had high blood pressure? <i>¿Alguna vez ha tenido alta presión sanguínea?</i>	()	()	()
14. Have you ever been told you have a heart murmur? <i>¿Alguna vez le han dicho que tiene un soplo en el corazón?</i>	()	()	()
15. Have you had racing of your heart? <i>¿Alguna vez ha tenido aceleración del los latidos del corazón?</i> Has your heart skipped beats? <i>¿Alguna vez ha tenido latidos del corazón irregulares?</i>	()	()	()
16. Have you ever had a head injury? <i>¿Alguna vez tenido una herida en la cabeza?</i> Have you ever had a concussion? <i>¿Alguna vez ha tenido una concusión?</i> Have you been knocked out? <i>¿Alguna vez ha perdido el sentido?</i>	()	()	()
17. Have you ever had a seizure? <i>¿Alguna vez ha tenido un ataque o convulsión?</i>	()	()	()
18. Do you have frequent or severe headaches? <i>¿Tiene dolores de cabeza frecuentes o fuertes?</i>	()	()	()
19. Have you ever had a stinger or burner? <i>¿Alguna vez ha tenido una punzada o ardor?</i> Have you ever had a pinched nerve? <i>¿Alguna vez ha tenido un nervio pinchado?</i>	()	()	()
20. Have you had frequent heat cramps or muscle cramps? <i>¿Ha tenido frecuentes rigideces por calor o calambres musculares?</i>	()	()	()
21. Do you have any trouble breathing during or after exercise? <i>¿Tiene problemas para respirar durante o después del ejercicio?</i> Do you have any coughing during or after exercise? <i>¿Tiene problemas por tos durante o después del ejercicio?</i> Do you have any wheezing during or after exercise? <i>¿Tiene problemas con jadeos durante o después del ejercicio?</i> Do you have or have used in the past an inhaler? <i>¿Tiene o alguna vez ha usado un inhalador?</i>	()	()	()
22. Do you or have you had any problems with vision? <i>¿Ha tenido, o tiene problemas con la vista?</i>	()	()	()
23. Do you wear glasses? <i>¿Usa espejuelos?</i> Do you wear contacts? <i>¿Usa lentes de contacto?</i> Do you wear eye protection? <i>¿Usa protección para los ojos?</i>	()	()	()

- | | YES
(SI) | NO
() | Don't
Know
(No Sabe) |
|--|-------------|-----------|----------------------------|
| 24. Do you have hearing difficulties?
<i>¿Tiene dificultad para oír?</i> | () | () | () |
| Do you have hearing aides?
<i>¿Tiene aparatos de audífono?</i> | () | () | () |
| 25. Do you have or have ever had any other medical problems?
<i>¿Tiene ahora o ha tenido algún otro problema médico?</i> | | | |
| Diabetes (Diabetes) | () | () | () |
| Heart (Corazon) | () | () | () |
| Pneumonia (Pulmonia) | () | () | () |
| Tuberculosis (Tuberculosis) | () | () | () |
| Thyroid disease (Enfermedades de la tiroides) | () | () | () |
| Stomach ailments (Dolencias del estómago) | () | () | () |
| Kidney problems (Enfermedades de los riñones) | () | () | () |
| Appendicitis (Apendicitis) | () | () | () |
| Lumps or cysts (Protuberancias o quistes) | () | () | () |
| Frequent sinus infections (Infecciones sinusales frecuentes) | () | () | () |
| Frequent sore throats (Dolores frecuentes de garganta) | () | () | () |
| Rectal bleeding (Hemorragias por el recto) | () | () | () |
| Rheumatic fever (Fiebre reumática) | () | () | () |
| Asthma (Asma) | () | () | () |
| Other (Otro) _____ | | | |
| _____ | | | |
| _____ | | | |
| 26. Have you ever had a broken bone or dislocation?
<i>¿Alguna vez se le ha quebrado o dislocado un hueso?</i> | () | () | () |
| Identify (Identificar): _____ Date (Fecha): _____ | | | |
| Identify (Identificar): _____ Date (Fecha): _____ | | | |
| 27. Do you have any skin problems?
<i>¿Tiene problemas de la piel?</i> | () | () | () |
| () Itching (comezón) | | | |
| () Rash(es) (ronchas) | | | |
| () Changing moles (lunares que cambien de color) | | | |
| () Other (otro) _____ | | | |
| _____ | | | |
| 28. Have you had any complications from anesthesia (being put to sleep for surgery)?
<i>¿Alguna vez ha tenido alguna complicación bajo anestesia (cuando lo han puesto a dormir para alguna operación)?</i> | () | () | () |
| 29. Are you missing any paired organs?
<i>¿Ha perdido algún órgano de los que vienen en pares?</i> | () | () | () |
| () Eyes (ojos) | | | |
| () Kidneys (riñones) | | | |
| () Testicles (testículos) | | | |
| () Other (otro) _____ | | | |
| _____ | | | |
| 30. Have you ever had a hernia or hernia repair?
<i>¿Alguna vez tenido hernia o le han reparado una hernia?</i> | () | () | () |
| 31. Have you ever had a sexually transmitted disease?
<i>¿Alguna vez ha tenido alguna enfermedad transmitida sexualmente?</i> | () | () | () |

	YES (SI)	NO ()	Don't Know (No Sabe)
32. Do you use tobacco products? (<i>¿Utiliza productos del tabaco?</i>)	()	()	()
() Cigarettes (<i>cigarrillos</i>)	()	()	()
() Cigars (<i>habanos o puros</i>)	()	()	()
() Chew smokeless tobacco or dip (<i>mastica tabaco</i>)	()	()	()
33. Do you drink alcohol? <i>¿Toma alcohol?</i>	()	()	()
34. Do you have or have you ever had? <i>¿Tiene o alguna vez ha tenido?</i>	()	()	()
Cancer (<i>Cáncer</i>)	()	()	()
Skin Cancer (<i>Cáncer de la piel</i>)	()	()	()
Chicken pox (<i>Varicela</i>)	()	()	()
Hepatitis (<i>Hepatitis</i>)	()	()	()
Measles (<i>Viruela</i>)	()	()	()
Mumps (<i>Paperas</i>)	()	()	()
Mononucleosis (<i>Mononucleosis</i>)	()	()	()
35. When was your last? (<i>¿Cuándo fue su última?</i>)			
Tetanus shot (<i>inmunización contra el tétano</i>)	Date (<i>fecha</i>)		()
Measles shot (<i>inmunización contra el sarampión</i>)	Date (<i>fecha</i>)		()
MMR shot (<i>inmunización contra las paperas, sarampión y rubéola</i>)	Date (<i>fecha</i>)		()
Chicken Pox vaccine (<i>inmunización contra la varicela</i>)	Date (<i>fecha</i>)		()
Hepatitis A vaccine (<i>la vacuna para la hepatitis A</i>)	Date (<i>fecha</i>)		()
Hepatitis B vaccine (<i>la vacuna para la hepatitis B</i>)	Date (<i>fecha</i>)		()
Polio vaccine (<i>la vacuna para la poliomielitis</i>)	Date (<i>fecha</i>)		()

Dental:

36. Have you visited a dentist in the last year? <i>¿Ha ido con el dentista durante el último año?</i>	()	()	()
37. Do you have problems chewing your food? <i>¿Tiene problemas para masticar sus alimentos?</i>	()	()	()
38. Have you been told or do you feel you have gum (periodontal) problems? <i>¿Alguna vez le han dicho o siente usted que tiene problemas de las encías (periodancia)?</i>	()	()	()
39. Do your gums bleed easily? <i>¿Le sangran las encías con facilidad?</i>	()	()	()
40. Do you have pain or clicking in your jaw joint when chewing? <i>¿Tiene dolor o ruido en la articulación de la mandíbula al masticar?</i>	()	()	()
41. Do you grind your teeth? <i>¿Rechina los dientes?</i>	()	()	()

Explain "yes" answers here (*Explique aquí las respuestas "sí"*):

Waiver section

Player represents that all information provided by him in this report is correct to the best of his knowledge.

El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.

Player's signature (Firma del jugador): _____

Date (Fecha): _____

Initial Orthopedic History Examination
Examen Inicial de Historial Ortopédico

Organization (Organización): _____

Name (Nombre): _____

Date of Birth (Fecha de Nac.): _____

Position: _____
(Posición)

Bats: _____
(All bat)

Throws: _____
(Lanzamientos)

Date of exam: _____
(Fecha del examen)

1. Have you ever had surgery?
¿Alguna vez ha tenido una operación?

Yes (Si) _____ No _____

Type of Operation
(Tipo de Operación)

Date
(Fecha)

Hospital / City
(Hospital / Ciudad)

Physician
(Médico)

2. If yes to question number one, what was the length of time from surgery until you reached your pre-injury competitive level?
Si contestó "sí" a la pregunta uno, ¿cuánto tiempo transcurrió desde el momento de la operación hasta que volvió a llegar a su nivel competitivo anterior a la operación?

3. Have you ever had an MRI, CT scan, bone scan or arthrogram? Yes (Si) _____ No _____
¿Alguna vez tuvo un examen de imagen de resonancia magnética, tomografía, escáner de los huesos o artrograma?

Test
(Prueba)

Date
(Fecha)

Reason
(Razón)

4. List any injuries, symptoms or illnesses that have ever caused you to miss playing time:
Enumere todas las lesiones, síntomas o enfermedades que le hayan causado perder tiempo de juego:

5. List any treatments (therapy, injections, chiropractic care, medications, etc.) that you have had for any injuries, symptoms or illnesses:
Enumere todos los tratamientos (terapia, inyecciones, atención quiropráctica, medicamentos, etc.) que haya tenido a causa de lesiones, síntomas o enfermedades:

6. Are you presently free of all symptoms, injury, illness or discomfort?
¿Está totalmente libre en este momento de cualquier síntoma, lesión, enfermedad o molestia?

Yes (Si) _____ No _____

If "no," please explain:
De ser "no," favor de explicar:

7. Are you currently physically able to perform all of the duties required in Professional Baseball?
¿Es capaz físicamente en este momento de desempeñar todos los deberes que se requieren en el béisbol profesional?

Yes (Si) _____ No _____

If "no," please explain:
De ser "no," favor de explicar:

WAIVER SECTION

Player represents that all information provided by him in this report is correct to the best of his knowledge.

El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.

Player's signature (Firma del jugador): _____

Date (Fecha): _____

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

Have you ever had any of the following?
¿Alguna vez ha tenido alguna de las siguientes dolencias?

Select all that apply (Seleccione todas las que se apliquen):

NECK – Cervical Spine (CUELLO – Espina cervical)

Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐

Undiagnosed Pain (Dolor sin diagnóstico)

Identify Symptoms (Identifique los síntomas):

Other (Otro):

Identify (Identifique):

☐ ☐ ☐ ☐ ☐ ☐

UPPER BACK – Thoracic Spine (Espalda Alta – Espina torácica)

☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐

Undiagnosed Pain (Dolor sin diagnóstico)

Identify Symptoms (Identifique los síntomas):

Other (Otro):

Identify (Identifique):

☐ ☐ ☐ ☐ ☐ ☐

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
<u>LOWER BACK – Lumbar Spine (Espina Dorsal Baja – Area Lumbar)</u>						
Fracture (Fractura)	☐	☐	☐	☐	☐	☐
Facet Joint Problem (Probl. en la articulación de la carilla)	☐	☐	☐	☐	☐	☐
Stenosis (Estenosis)	☐	☐	☐	☐	☐	☐
Spinal Fusion (Fusión de la espina)	☐	☐	☐	☐	☐	☐
Scoliosis (Escoliosis)	☐	☐	☐	☐	☐	☐
Disk injury / Disease (Lesión/ Enferm. del disco)	☐	☐	☐	☐	☐	☐
Nerve Injury (Lesión del nervio)	☐	☐	☐	☐	☐	☐
Sciatic Nerve Injury (Lesión del nervio ciático)	☐	☐	☐	☐	☐	☐
Muscle Strain (Distensión muscular)	☐	☐	☐	☐	☐	☐
Muscle Spasm (Espasmo muscular)	☐	☐	☐	☐	☐	☐
Epidural Injection (Inyección epidural)	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	☐	☐	☐	☐	☐	☐
Identify (Identifique):						
<u>SACRUM (Sacro)</u>						
Fracture (Fractura)	☐	☐	☐	☐	☐	☐
Contusion (Contusión)	☐	☐	☐	☐	☐	☐
Other (Otro):	☐	☐	☐	☐	☐	☐
Identify (Identifique):						

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
SHOULDER (Hombro)								
Dominance (Dominancia)	☐	☐	☐	☐	☐	☐	☐	☐
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Separation (Separación)	☐	☐	☐	☐	☐	☐	☐	☐
Dislocation (Dislocación)	☐	☐	☐	☐	☐	☐	☐	☐
Subluxation (Subluxación)	☐	☐	☐	☐	☐	☐	☐	☐
Labrum Injury (Lesión del borde)	☐	☐	☐	☐	☐	☐	☐	☐
Bicep Tendon Injury (Lesión del tendón del bíceps)	☐	☐	☐	☐	☐	☐	☐	☐
Rotator Cuff Tendonitis (Tendonitis del manguillo rotador)	☐	☐	☐	☐	☐	☐	☐	☐
Rotator Cuff Tear (Desgarre del manguillo rotador)	☐	☐	☐	☐	☐	☐	☐	☐
Impingement Syndrome (Síndrome de compresión)	☐	☐	☐	☐	☐	☐	☐	☐
Bursitis (Bursitis)	☐	☐	☐	☐	☐	☐	☐	☐
Nerve Injury (Lesión del nervio)	☐	☐	☐	☐	☐	☐	☐	☐
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
UPPER ARM (Parte superior del brazo)								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Calcium Deposits (Depósitos de calcio)	☐	☐	☐	☐	☐	☐	☐	☐
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
ELBOW (Codo)								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Dislocation (Dislocación)	☐	☐	☐	☐	☐	☐	☐	☐
Bone Spurs (Protuberancias óseas)	☐	☐	☐	☐	☐	☐	☐	☐
Loose Bodies (Fragmentos sueltos)	☐	☐	☐	☐	☐	☐	☐	☐
Inflammation (Inflamación)	☐	☐	☐	☐	☐	☐	☐	☐
Radial Nerve Injury (Lesión del nervio radial)	☐	☐	☐	☐	☐	☐	☐	☐
Ulnar Nerve (Lesión del nervio ulnar)	☐	☐	☐	☐	☐	☐	☐	☐
Ulnar Coll. Lig. Injury (Lesión del ligamento coll. Ulnar)	☐	☐	☐	☐	☐	☐	☐	☐
Muscle Injury (Lesión muscular)	☐	☐	☐	☐	☐	☐	☐	☐
Flexion Contracture (Contracción de flexión)	☐	☐	☐	☐	☐	☐	☐	☐

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
ELBOW (cont'd) Codo (sigue)								
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
LOWER ARM, HAND & WRIST (Parte baja del brazo, mano, muñeca)								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Fracture Navicular (Fractura navicular)	☐	☐	☐	☐	☐	☐	☐	☐
Nerve Injury (Lesión del nervio)	☐	☐	☐	☐	☐	☐	☐	☐
Ligament Injury-Sprain (Lesión-Distensión del ligamento)	☐	☐	☐	☐	☐	☐	☐	☐
Muscle Injury-Sprain (Lesión-Distensión del músculo)	☐	☐	☐	☐	☐	☐	☐	☐
Carpal Tunnel Syndrome (Síndrome del túnel carpiano)	☐	☐	☐	☐	☐	☐	☐	☐
Ganglions (Ganglios)	☐	☐	☐	☐	☐	☐	☐	☐
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
TFCC Injury (Lesión TFCC)	☐	☐	☐	☐	☐	☐	☐	☐
Hamate Fracture (Fractura de hueso en gancho)	☐	☐	☐	☐	☐	☐	☐	☐
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
PELVIS & HIPS (Pelvis y caderas)								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Pubis Inflammation (Inflamación del pubis)	☐	☐	☐	☐	☐	☐	☐	☐
Hip Pointers (Huesos en punta de las caderas)	☐	☐	☐	☐	☐	☐	☐	☐
Groin Muscle Strain (Distensión muscular de la ingle)	☐	☐	☐	☐	☐	☐	☐	☐
Iliopsoas Restriction (Restricción muscular iliopsoas)	☐	☐	☐	☐	☐	☐	☐	☐
Injections (Inyecciones)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
THIGHS (Muslos)								
Restricted ROM Hamstrings (Restric. ROM de tendones de corva)	☐	☐	☐	☐	☐	☐	☐	☐
Restricted ROM Quadriceps (Restric. ROM de cuádriceps)	☐	☐	☐	☐	☐	☐	☐	☐
Hamstring Strain (Distensión del tendón de la corva)	☐	☐	☐	☐	☐	☐	☐	☐
Quadriceps Strain (Distensión del cuádriceps)	☐	☐	☐	☐	☐	☐	☐	☐
Multiple Quadricep Strain (Distensión múltiple del cuádriceps)	☐	☐	☐	☐	☐	☐	☐	☐
Multiple Hamstring Strain (Distensión múlt. del tendón de corva)	☐	☐	☐	☐	☐	☐	☐	☐
Ruptured Hamstring (Rotura del tendón de la corva)	☐	☐	☐	☐	☐	☐	☐	☐
Calcium Deposits (Depósitos de calcio)	☐	☐	☐	☐	☐	☐	☐	☐
Injections (Inyecciones)	☐	☐	☐	☐	☐	☐	☐	☐
Iliotibial Band injury (Lesión de la banda iliotibial)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
KNEE (Rodilla)								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Patella Disease (Enfermedad de la rótula)	☐	☐	☐	☐	☐	☐	☐	☐
Patella Dislocation (Dislocación de la rótula)	☐	☐	☐	☐	☐	☐	☐	☐
Ligament Injury (Lesión del ligamento)	☐	☐	☐	☐	☐	☐	☐	☐
Medical Collateral (Colateral médico)	☐	☐	☐	☐	☐	☐	☐	☐
Lateral Collateral (Colateral lateral)	☐	☐	☐	☐	☐	☐	☐	☐
Anterior Cruciate (Cruciforme anterior)	☐	☐	☐	☐	☐	☐	☐	☐
Posterior Cruciate (Cruciforme posterior)	☐	☐	☐	☐	☐	☐	☐	☐
Medial Meniscus Injury (Lesión media de los meniscos)	☐	☐	☐	☐	☐	☐	☐	☐
Lateral Meniscus Injury (Lesión lateral de los meniscos)	☐	☐	☐	☐	☐	☐	☐	☐
Plica (Plica)	☐	☐	☐	☐	☐	☐	☐	☐
Bone Spurs (Protuberancias óseas)	☐	☐	☐	☐	☐	☐	☐	☐
Unexplained Swelling (Inflamación sin explicación)	☐	☐	☐	☐	☐	☐	☐	☐
Unexplained Giving Way (Falseos sin explicación)	☐	☐	☐	☐	☐	☐	☐	☐
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

	Yes (S)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
<u>KNEE (cont'd) Rodilla (sigue)</u>								
Surgery (Cirugía):	☐	☐	☐	☐	☐	☐	☐	☐
Anterior Cruciate Ligament (Ligamento anterior cruciforme)	☐	☐	☐	☐	☐	☐	☐	☐
Meniscus (Meniscos)	☐	☐	☐	☐	☐	☐	☐	☐
Patellofemoral (Patelofemoral)	☐	☐	☐	☐	☐	☐	☐	☐
Multiple Surgeries (Cirugías múltiples)	☐	☐	☐	☐	☐	☐	☐	☐
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
<u>LOWER LEG (Parte inferior de la pierna)</u>								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Calcium Deposits (Depósitos de calcio)	☐	☐	☐	☐	☐	☐	☐	☐
Muscle Injury (Lesión muscular)	☐	☐	☐	☐	☐	☐	☐	☐
Compartment Syndrome (Síndrome compartamental)	☐	☐	☐	☐	☐	☐	☐	☐
Infection (Infección)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								
<u>ANKLE (Tobillo)</u>								
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Multiple Fractures (Fracturas múltiples)	☐	☐	☐	☐	☐	☐	☐	☐
Dislocation (Dislocación Lesión del nervio)	☐	☐	☐	☐	☐	☐	☐	☐
Nerve Injury (Lesión del nervio)	☐	☐	☐	☐	☐	☐	☐	☐
Muscle Injury (Lesión muscular)	☐	☐	☐	☐	☐	☐	☐	☐
Achilles Tendon Injury (Lesión del tendón de Aquiles)	☐	☐	☐	☐	☐	☐	☐	☐
Ligament Injury-Sprain (Lesión/Distensión del ligamento)	☐	☐	☐	☐	☐	☐	☐	☐
Multi. Lig. Injury-Sprain (Lesión/Dist. de ligamentos múlt.)	☐	☐	☐	☐	☐	☐	☐	☐
High Ankle Sprain (Distensión en parte alta del tobillo)	☐	☐	☐	☐	☐	☐	☐	☐
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

FEET & TOES (Pies y dedos de los pies)	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
Fracture (Fractura)	☐	☐	☐	☐	☐	☐	☐	☐
Multi. Fractures (Fracturas múltiples)	☐	☐	☐	☐	☐	☐	☐	☐
Dislocation (Dislocación)	☐	☐	☐	☐	☐	☐	☐	☐
Heel Pain (Dolor en el talón)	☐	☐	☐	☐	☐	☐	☐	☐
Plantar Fasciitis (Fascitis de la planta)	☐	☐	☐	☐	☐	☐	☐	☐
Mid. Foot Injury (Lesión parte media del pie)	☐	☐	☐	☐	☐	☐	☐	☐
Fore Foot Injury (Lesión parte delantera del pie)	☐	☐	☐	☐	☐	☐	☐	☐
Turf Toe (Lastimadura de los dedos del pie)	☐	☐	☐	☐	☐	☐	☐	☐
Nerve Injury (Lesión del nervio)	☐	☐	☐	☐	☐	☐	☐	☐
Infection (Infección)	☐	☐	☐	☐	☐	☐	☐	☐
Injection (Inyección)	☐	☐	☐	☐	☐	☐	☐	☐
Surgery (Cirugía)	☐	☐	☐	☐	☐	☐	☐	☐
Undiagnosed Pain (Dolor sin diagnóstico)	☐	☐	☐	☐	☐	☐	☐	☐
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	☐	☐	☐	☐	☐	☐	☐	☐
Identify (Identifique):								

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

[illegible]

Identify (Identifiez):

ATTACHMENT 7

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
245 Park Avenue
New York, New York 10167

Dear Rob:

This will confirm that, pursuant to Article XV(F), the Parties will translate and print in Spanish the following notices and/or forms:

- (1) Notice of Assignment of a Player's Contract (MLR 9)
- (2) Notice of Election of Free Agency—3-Year Player (Article XX(D)(1))
- (3) Notice of Election of Free Agency—Second Outright Assignment (Article XX(D)(2))
- (4) Request for Consent to Assignment ("Ten and Five," Article XIX(A)(1))
- (5) Request for Consent to Assignment (5-Year Player, Article XIX(A)(2)(a))
- (6) Request for Consent to Assignment (Article XIX(A)(3))
- (7) Request for Consent to Rehabilitation Assignment (Article XIX(C)(1))
- (8) Invitation to Attend Spring Training (Article XIV(A))
- (9) Notice of Club Request for Unconditional Release Waivers (MLR 8(d))

Sincerely,

Donald M. Fehr
Executive Director and
General Counsel
Major League Baseball Players
Association

Eugene D. Orza, Esquire
Associate General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, NY 10017

The Players Association has consistently maintained that a centralized effort by the Office of the Commissioner and/or the Clubs to reduce the number of Major League Clubs is a mandatory subject of bargaining under the National Labor Relations Act (“NLRA”). The Clubs, on the other hand, have consistently taken the position that such action is a permissive subject of bargaining under the NLRA. Without resolving this difference of opinion, the Parties have reached certain agreements on this topic during the negotiations over a successor Basic Agreement. Those agreements are reflected in Article XV(H) (Future Contraction) of the new Basic Agreement. The Parties agree, by this letter, that their agreement on this topic and the bargaining that preceded it shall not be used by either party as evidence that the topic is or is not a mandatory subject of bargaining in any subsequent litigation, including any grievance or NLRB proceeding.

Robert D. Manfred, Jr.

By: Eugene D. Orza Date

ATTACHMENT 9

Michael S. Weiner, Esquire
Associate General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, NY 10017

Re: Central Tender Letter

Dear Michael:

Pursuant to Article XX(A) of the Basic Agreement and paragraph 10(a) of the Uniform Player's Contract ("UPC"), the Clubs hereby tender contracts to the following players for the term of the next year as follows:

CLUB

<i>Player Name</i>	<i>Salary For Major League Service</i>	<i>Performance Bonuses</i>	<i>Salary For Minor League Service</i>	<i>Other</i>
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Accordingly, the following players have not been tendered contracts for the term of the next year:

CLUB

Player Name

Sincerely,

Francis X. Coonelly
General Labor Counsel

ATTACHMENT 10

This will set forth the understanding of the Parties regarding the last paragraph of Article XX(A) of the Basic Agreement and, specifically, the exercise of free agency rights by Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. A Player who properly has been placed on a Restricted List for either failing to report to his Club or failing to contract with it, or who properly has been placed on a Disqualified List for failure to render his services to his Club, shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein. Upon becoming a free agent, such Player shall automatically be removed from the Restricted or Disqualified List and reinstated to active status.

2. A Player who properly has been placed on a Disqualified List for a reason other than that stated in paragraph 1 above, or who properly has been placed on a Suspended, Ineligible, Voluntarily Retired or Military List, shall also be eligible to become a free agent as provided in Article XX, but he shall not be eligible to sign or play with a new Club until removed from such List and reinstated to active status.

ATTACHMENT 11

This will set forth the understanding of the Parties regarding Article XX(A) of the Basic Agreement and, specifically, the obligations of Clubs to tender Contracts to and renew Major League Contracts of Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. The Clubs' obligations to tender and renew Contracts, as set forth in paragraph 10(a) of the Uniform Player's Contract, shall apply with regard to any Player who, at the applicable time, is on a Restricted List for either failing to report to his Club or failing to contract with it, or is on a Disqualified List for failure to render his services to his Club. Should a Club fail to so tender or renew a Contract, the Player shall become a free agent without any restrictions or qualifications, and he automatically shall be removed from the Restricted or Disqualified List.

2. With regard to any Player who is on a Disqualified List for a reason other than that stated in paragraph 1 above, or is on a Suspended, Ineligible, Voluntarily Retired or Military List, the Clubs shall not be obligated to tender or renew a Contract until the Player is removed from such List and reinstated to active status. If a Player is removed from such List during a period beginning on December 10 and extending through the next championship season, the Club shall tender a Contract to him within 10 days following such removal. Thereafter, should the Club and the Player fail to agree upon the terms of a new Contract within 10 days after the Player's receipt of the tendered contract, the Club shall be obligated, within the next 5 days, to renew the Player's prior Major League Contract, provided, however, that if the tender is made during the period beginning on December 10 and ending on the next March 1, the renewal period shall be as set forth in paragraph 10(a) of the Uniform Player's Contract. Should a Club fail to tender or renew a Contract as provided in this paragraph, the Player shall become a free agent without any restrictions or qualifications.

ATTACHMENT 12

This will set forth the understanding of the Parties regarding Article XX(A), of the Basic Agreement:

With respect to a Minor League Player with no existing Major League Contract, whose Minor League contract has been assigned to a Major League Club, it is understood that the placing of such a Player on the Major League Club's Active Reserve List (40-man Roster) and the tendering to such a Player of a Major League Contract without the necessity of renewing the Minor League contract will provide the Major League Club with reservation rights to such a Player. Thus, such a Player will not become a free agent under Article XX(A)(2)(d), which provides that a Player will become a free agent if his Club fails to exercise its contract renewal rights, there being no prior Major League Contract to renew.

ATTACHMENT 13

Donald M. Fehr, Esquire
Executive Director and General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Information Bank

Dear Don:

This is to confirm our understanding that during the term of this Agreement the Clubs will not operate an Information Bank with respect to free agents.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel