

THIS CONTRACT, BETWEEN THE AMERICAN LACROSSE LEAGUE, INC., a New York Corporation, with principal offices located at 401 Broad Hollow Road, Melville, New York 11747, hereinafter referred to as (the "League"), and residing at hereinafter referred to as (the "Player")

In consideration of the respective promises herein the parties agree as follows:

1. **TERM.** The Term of this contract shall be from the 1st day of November 1987 to the 31st day of December 1988, subject, however, to termination as specified herein.

2. **DUTIES OF PLAYER.** The Player agrees that during the term of this contract he will play Lacrosse and engage in activities related to Lacrosse only for The American Lacrosse League, Inc. and as directed by the League, according to: this contract; Constitution, By-Laws, Rules and Regulations of the League. The League agrees to employ the Player as a skilled Lacrosse player. The Player agrees that during the term of this contract, to report properly for all training sessions and at the League's direction, to render his services during such training sessions and to participate in all practice sessions and in League and other Lacrosse games scheduled for or by the League. The minimum number of League games scheduled by the League shall be fifteen (15) games between the month of April 1988 and the month of September 1988 and fifteen (15) games between the month of April 1989 and the month of September 1989.

3. **COMPENSATION; EXPENSES.**

(a) Salary: For (i) the Players, services as a skilled Lacrosse player during the term of this contract; (ii) his agreement not to play Lacrosse or engage in activities related to Lacrosse for any other person, firm, corporation or institution during the term of this contract; (iii) all other undertakings of the Player herein; the League herein promises to pay the Player each Lacrosse season during the term of this contract, (unless the compensation is changed pursuant to any of the clauses of this contract), the amount of Four Thousand (\$4,000.00) Dollars.

(b) Payment: The salary shall be payable as follows: in five monthly payments of Four Hundred (\$400.00) Dollars each, on the 15th of each month, commencing May 1988 through September 1988. Seven monthly payments of Two Hundred Eight Five Dollars and Seventy Two Cents (\$285.72) on the 15th of each month commencing October 1988 through April 1989.

(c) Prorating Salary: If the Player reports for play and thereafter is placed on the Active List, after the team has played one or more regularly scheduled games in the applicable season, the obligation of the League to pay the Player shall be at least fifty per cent of the salary prescribed in paragraph 3 (a) and (b) if the Player cannot play due to injury for six consecutive games.

(d) Travel Expenses: In addition, the League agrees to pay the reasonable travel expenses of the Player incurred while playing scheduled League games, other than in the player's team home city.

#### 4. Compliance with Rules.

(a) Applicable Rules: The Player agrees at all times to comply with and be bound by: The Constitution, By-Laws, Rules and Regulations of the League, the Player's Handbook and the decisions of the Executive Directors of the League (the "Directors"), which shall be final, conclusive and unappealable. The enumerated Constitution, By-Laws, Rules and Regulations and Player's Handbook are intended to include the present as well as existing and future amendments, all of which are by reference incorporated in this Agreement.

(b) Noncompliance: If the Player fails to comply with said Constitution, By-Laws, Rules and Regulations, the League shall have the right to terminate this contract as provided in paragraph 6, or to take such other action as specified in the Constitution, By-Laws, Rules and Regulations and Player's Handbook or as may be directed by the Executive Directors. The Player agrees to submit himself to the discipline of the League for any violation of said Constitution, By-Laws, Rules and Regulations and Player's Handbook subject, however, to the right of a hearing by the Executive Directors. All matters in dispute between the Player and the League shall be referred to the Executive Directors and their decision shall be accepted as final, complete, conclusive, binding and unappealable by the Player and by the League.

(c) Release: The Player if involved or effected in any manner whatsoever by a decision of the Executive Directors, hereby releases and discharges the Executive Directors, the League each Team, each Director, Officer, Stockholder, Owner or Partner of the League, each employee, agent, official or repre-

sentative of the League, jointly and severally, individually and in their official capacities, of and from any and all claims, demands, damages, suits, actions, and causes of action whatsoever, in law or in equity, arising out of or in connection with any decision of the Executive Directors, except to the extend of awards made by the Executive Directors to the Player. The Player hereby acknowledges that he has read the present said Constitution, By-Laws, Rules and Regulations, and the Player's Handbook and that he understands their meaning.

#### **5. Player Restrictions.**

(a) **Covenant:** The Player promises and agrees that during the term of this contract he will not play Lacrosse or engage in activities related to Lacrosse for any other person, firm, corporation, or institution or on his own behalf, except with the prior written consent of the League, and, that he will not, during the term of this contract, without the prior written consent of the League, engage in any other sport. The knowledge of the Executive Directors or the League of any of the foregoing activities by the Player, shall not be deemed to be consent thereto.

(b) **All-Star Games:** The Player promises and agrees that during the term of this contract, when, as and if he shall receive an invitation to participate in any All-Star Lacrosse Game which is sponsored by the League, he will play in said game without any additional compensation or with additional compensation if it is agreed to between the League and the Sponsor of such game.

(c) **Benefit Games:** The Player, likewise, promises and agrees that during the term of this contract, he will not participate in any other outside Lacrosse Game, charitable or otherwise, not sponsored by the League unless such game is first approved by the League. Any approval by the League shall not obligate the Player to participate in any outside game unless additional compensation is agreed upon between the League and the Player.

#### **6. Physical Condition of Player.**

(a) **Standard:** The Player represents and warrants that he is and will continue to be sufficiently highly skilled in all aspects of Lacrosse play, to play Lacrosse of the caliber required by the League and the Team, and that he is and will continue to be in excellent physical condition, and agrees to

perform his services hereunder to the complete satisfaction of the Team and its Coach. The Player shall undergo a complete physical examination by the League physician at the start of each training season.

(b) Failure to maintain standard: (i) If Player fails to establish his excellent physical condition to the satisfaction of the League physician at the physical examination, or (ii) if after having so established his excellent physical condition, in the opinion of the Coach, Player does not maintain himself in such excellent physical condition, or (iii) the Player fails at any time during a Lacrosse season to demonstrate sufficient skill and capacity to play professional Lacrosse or the caliber required by the League, or (iv) if in the opinion of the Coach the Player's work or conduct in the performance of this contract is unsatisfactory as compared with the work and conduct of other members of the League, the League shall have the right to terminate this contract.

**7. Unique Services.** The Player hereby represents that he has special, exceptional and unique knowledge, skill and ability as a Lacrosse player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages and therefore agrees that the League, shall have the right, in addition to any other rights, which the League may possess, to enjoin him by appropriate injunction proceedings against playing Lacrosse, or any other professional sport, without the consent of the League or engaging in activities related to Lacrosse, for any person, firm, corporation, institution, or on his own behalf.

**8. Assignment.** It is mutually agreed that the League shall have the right to sell, exchange, assign or transfer this contract, and the Player's services hereunder, to any Team in the League. Player agrees to accept such assignment and to report promptly to the assigned Team and faithfully to perform and carry out this contract with the assignee Team as if it had been entered into by the Player with the assignee Team instead of with the League.

**9. Disciplinary Action.**

(a) Prohibitive Activities: The Player acknowledges the right and power of the Executive Directors (i) to fine and suspend, (ii) to fine and suspend for life or indefinitely, and/or (iii) to cancel the contract of any player who accepts a

bribe or who agrees to throw or fix a game, or who having knowledge of the same, fails to report any offered bribe or an attempt to throw or fix a game, or who bets on a game, or who is guilty of any conduct detrimental to the welfare of the League or of professional Lacrosse.

(b) Release: The Player, if involved or effected in any manner whatsoever by a decision of the Executive Directors, in any of the aforesaid cases, hereby release and discharge the Executive Directors, the League, each Team in the League, each Director, Officer, Stockholder, Owner, Partner, Employee, Agent, Official or Representative of any Team in the League, jointly and severally, individually and in their official capacities, of and from any and all claims, demands, damages, suits, actions, and causes of action whatsoever, in law or equity arising out of or in connection with any such decision of the Executive Directors.

10. **Workman's Compensation as Offset.** Any payments made hereunder to the Player, for a period during which he is entitled to Workman's Compensation Benefits by reason of temporary total, permanent total, temporary partial or permanent partial disability shall be deemed an advance payment of Workman's Compensation benefits due the Player, and the League shall be entitled to be reimbursed the amounts thereof out of an award of Compensation.

11. **Notices.** Any Notice, request, demand, approval or consent required or permitted under this contract to be given, shall be deemed sufficient given if delivered in person or mailed (registered/certified) to a party at his or her address set forth in this contract or to such other address as the party may previously have furnished to the sender in writing.

12. **Complete Agreement.** This contract sets forth the entire agreement between the parties. The signing of this Agreement by the parties, constitutes their mutual recognition that no other contract or agreements, oral or written, exists between them, and that, if such oral or written contracts or agreements exists, they are hereby canceled. Each party hereby represents to the other that he or it will not rely upon any agreement or understanding not reduced to writing or incorporated in this Agreement.

13. **Binding Effect.** This contract shall be valid and binding upon the parties hereto immediately upon its execution.

14. **Governing Law.** This agreement has been made under and shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Player has hereunto set his hand and seal and the League has cause this contract to be executed by its duly authorized officer on the date set opposite their respective names.

Dated: 11/21/87

American Lacrosse League, Inc.  
by: Bruce Meierdiercks  
BRUCE MEIERDIERCKS,  
President and Executive Director

Dated: 11/21/87

by: Terence K. Wallace  
TERENCE K. WALLACE  
Vice President and Executive Director

Dated: Nov-10, 1987

John B. Shaw  
Player

#### Schedule A

In addition to the Constitution, By-Laws, Rules and Regulations of the League, the following Rules and Regulations are acknowledged by the Player:

1. All players must be on time for all meetings, practice sessions, meals and all types of transportation. Player agrees to travel as a team to each game. The curfew must be observed. Players must keep all publicity appointments and be on time.

2. Drinking of intoxicants or use of any drug not prescribed by a physician is forbidden and each player hereby consents to random drug testing by the League.

3. Players must not frequent gambling resorts or associate with gamblers or other notorious characters.

4. Players must report all injuries to a coach immediately.

5. Players must wear coats and neckties in hotel lobbies, public eating places, and on all public conveyances.

6. Players must not write or sponsor magazine or newspaper articles or endorse any product or service or appear on or participate in any radio or television program without the consent of the League.

7. The Player agrees to participate in at least five reasonably requested publicity and/or endorsement sessions scheduled by the League.