**Addendum to Uniform Player's Contract.**

 ADDENDUM TO UNIFORM PLAYER'S CONTRACT

BETWEEN

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. TERM OF PLAYER CONTRACT. The term of the Player Contract ("Term") shall be for a period of three (3) years representing the 1990, 1991 and 1992 major league baseball championship seasons ("Championship Season[s]"), including all play-off and World Series games.

2. SALARY. The 1990 salary shall be $650,000 (six hundred fifty thousand dollars) for the Championship Season. The 1991 salary shall be $850,000 (eight hundred fifty thousand dollars) for the Championship Season. The 1991 salary shall be $1,000,000 (one million dollars) for the Championship Season. (The 1990, 1991 and 1992 salaries will be collectively referred to herein sometimes as "Salary.") For purposes of payment of Salary, this Player Contract shall be divided into three (3) contract years; the 1990 Salary to be paid in equal semi-monthly installments over the course of the 1990 Championship Season; the 1991 Salary to be paid in equal semi-monthly installments over the course of the 1991 Championship Season; and the 1992 Salary to be paid in equal semi-monthly installments over the course of the 1992 Championship Season.

3(a). SIGNING BONUS. Player shall be entitled to a signing bonus of $160,000 (one hundred sixty thousand dollars) which shall be payable to him upon approval of this Player Contract by the President of the American League.

3(b). AWARD BONUS. If earned, and only if earned, the Club shall pay the Player, in addition to his salary, for each Championship Season in which the Player meets the following terms and conditions in 1990, 1991 and/or 1992:

a) $50,000 (fifty thousand dollars) if Player is the recipient of the Gold Glove Award as recognized by the Office of the Commissioner of Major League Baseball; plus

b) $25,000 (twenty-five thousand dollars) if Player is selected to participate in Major League Baseball's mid-season All Star Game; plus

c) $100,000 (one hundred thousand dollars) if Player is the recipient of the World Series Most Valuable Player Award; or

d) $50,000 (fifty thousand dollars) if Player is second or third in voting for the World Series Most Valuable Player Award; plus

e) $50,000 (fifty thousand dollars) if Player is the recipient of the League Championship Most Valuable Player Award; or

f) $25,000 (twenty-five thousand dollars) if Player is second or third in voting for the League Championship Most Valuable Player Award.

Any bonus earned hereunder will be due and payable to the Player within fifteen (15) days of announcement of such award bonus.

4. GUARANTEE PROVISION AND EXCEPTIONS. So long as this Player Contract is not terminated, the Club only agrees to pay the Player in full the 1990, 1991 and 1992 Salaries and no other compensation including but not limited to Award Bonuses, unless and only if earned; provided, however, that the Club shall be released of its obligation to pay any Salary during any period during the Term that Player fails to render his services to the Club pursuant to this Player Contract due to:

a) The Player and Club recognize that Player's participation in certain sports or activities may impair or destroy the Player's ability and skills as a professional baseball player. Accordingly, during the Term of the Player Contract, the Player agrees that if he engages in automobile or motorcycle racing, piloting of aircraft, fencing, parachuting or skydiving, organized softball, competition ("Non-Permitted Sports"), and if he suffers any incapacity, injury, sickness, disability or death which impairs his ability to play major league professional baseball as a result of same, then such occurrence will release the Club from all of its obligations, liabilities, and responsibilities hereunder, from the date of such incapacity, injury, sickness, disability or death unless the Player has previously requested and received in writing permission from the Board of Directors of the Managing General Partner of the Club to participate in the Non-Permitted Sports, in which event such Board must give its decision in writing to the Player within ten (10) days after the receipt of such request. Player also agrees that except with the prior written consent of such Board, he will not participate in any other sport or activity involving substantial risk of incapacity, injury, sickness, disability or death to him.

b) If any incapacity, injury, sickness, disability or death of the Player is caused by: (i) suicide or attempted suicide; (ii) intentional self-inflicted injury; (iii) committing or attempting to commit a criminal or felonious act in which the Player pleads or is found guilty by a court of last resort; or (iv) drug abuse, alcohol abuse, drug addiction or alcoholism ("Non-Permitted Activities"), then the Club shall be relieved from all of its obligations, liabilities, and responsibilities hereunder from the date of such refusal or retirement.

c) If the Player refuses to render his professional services to the Club, or if the Player voluntarily retires as an active player from major league baseball, then such refusal or retirement will release the Club from all of its obligations, liabilities, and responsibilities hereunder from the date of such refusal or retirement.

d) It is further understood that the Salary and Award bonus specified in Paragraphs 2 and 3(b) of this Addendum shall not be paid:

(i) During any period or periods of strike by the members of the Major League Baseball Players' Association. However, this contract and guarantee do not provide for payment or non-payment to the Player in the event of a labor lockout initiated by the Club. Such issue, should it arise, shall be resolved by arbitration in light of the facts, circumstances, rationale and legality of the work stoppage;

(ii) During any period or periods that the Player is unable to play by virtue of being suspended pursuant to Major League Rule 13; or

(iii) During the period or periods that the Player is on the Restricted List, the Ineligible List or the Disqualified List specified in Major League Rule 15, or is unable to play by action of the League President or the Commissioner of Baseball.

5. Incapacity, injury, sickness, disability or death directly resulting from injury sustained in the course and within the scope of the Player's employment under the Player Contract, or incapacity, injury, sickness, disability or death occurring during the Term of the Player Contract not as a result of the Player engaging in Non-Permitted Sports or Non-Permitted Activities shall not impair the right:

a) of the Player to receive his Salary, including any deferred compensation, if any, for the period of such incapacity, injury, sickness or disability during the unexpired Term of the Player Contract, but only upon the express condition that written notice of same, including the time, place, cause and nature of same, is served upon and received by the Club within ten (10) days of the sustaining of said incapacity, injury, sickness or disability; or

b) of his estate or designated beneficiary, upon his death, to receive the unpaid portion, if any, of his Salary during the unexpired Term of the Player Contract in accordance with the payment schedule in the Player Contract.

6. The Club agrees that if this Player Contract is terminated because the Player fails, in the opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team (Paragraph 7 [b] [2] of this Player Contract), the Player shall continue to receive the unpaid balance of the Salary stipulated in Paragraph 2 of this Addendum for the Term of this Player Contract; provided, however, that the foregoing covenant to continue the Player's Salary applies only in those situations where insufficient skill or competitive ability does not result from the Player's misconduct or the Player's unlawful or contractually prohibited acts, which include the following areas:

a) The Player's failure, refusal or neglect to conform his personal conduct to the standards of good citizenship and good sportsmanship or to keep himself in first-class condition or to obey the Club's training rules (Paragraph 7 [b] [1] of this Player Contract;

or

b) The Player's failure, refusal or neglect to render services under this Player Contract or in any other manner materially breach this Player Contract (Paragraph 7 [b] [3] of this Player Contract); or

c) The Player's failure to render his services due to physical or mental incapacity or death directly due to or attributable to participation in any Non-Permitted Sports or any Non-Permitted Activities.

7. In the event this Player Contract is terminated and during its Term this Player signs a contract with another club or clubs, notwithstanding anything to the contrary in this Addendum, the Club's total obligations to the Player (including the amounts deferred to later years, if any) in any year shall be reduced by the amount(s) which the Player earns during that year from any club or clubs, including the amount(s) deferred to later years, if any, and bonuses.

8. In the event the Player refuses to accept a reasonable major League contract offered by a club other than the club which releases him, the Player shall forfeit the portion of the Salary which would not have been payable had he accepted such other contract.

9. If the Club terminated this Player Contract pursuant to Paragraph 7 [b] [3] of this Player Contract, all obligations of both parties hereunder, including the obligation to pay the Player in full the Salary stipulated in Paragraph 2 of this Addendum shall cease on the date of termination, except the obligation to pay the Player compensation earned to said date which will include deferred compensation.

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 PLAYER

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 DATE