Mini-Camp Agreement.

June 2, 1995

_____
_____
_____

Dear _____:

Reference is hereby made to the fact that you ("Player") have been drafted by _____ ("Club") as a second-round selection in the 1995 National Football League ("NFL") Player Selection Draft.

Further reference is hereby made to the fact that Club has requested that Player attend and participate in Club's 1995 Mini-Camp and that Player attend and participate in other pre-training camp conditioning, meetings and non-contact workouts, and that Player has agreed to do so.

Further reference is hereby made to the fact that as of the date hereof, Player and Club have not entered into an NFL Player Contract for the 1995 NFL Season.

Club has agreed to provide Player with a measure of financial protection from injury incident to his attendance and participation in Club 1995 Mini-Camp and other pre-training camp workouts and meetings, subject to the further terms, conditions and provisions hereof.

This letter, when fully executed, shall serve to evidence the agreements of the parties hereto concerning such financial protection and Player's attendance and participation in pre-training camp activities.

1. Club agrees that in the event Player sustains a Season-Ending or Career-Ending injury ("Injury") prior to signing a 1995 NFL Contract with Club and prior to July 21, 1995, while engaged at Club's Training Facility in actual participation in strength exercises, physical conditioning, non-contact workouts or drills, or team meetings and while under the supervision of Club's coaching, conditioning or training personnel; and further provided that Player at the time any such injury is sustained is actually in the performance of his services to the Club; and further provided that such Injury is immediately reported to Club's personnel; and further provided that Player is unable to pass Club's Official 1995 preseason physical examination at Club's Official 1995 Training Camp in July 1995 as a direct result of the Injury, Oilers and Player shall promptly execute an NFL Contract for the 1995 NFL season and such subsequent NFL season(s) as are appropriate in consideration of player signings in the same quadrant of the same round as Player, as follows:

(a) Signing Bonus: Equal to average of players selected in same quadrant of same round as Player as hereinafter defined.

(b) 1995 Salary: Equal to average of players selected in same quadrant of same round as Player as hereinafter defined.

(c) The terminology "in the same quadrant of the same round as Player" as used herein shall be understood to mean the approximate arithmetic quarter of the round in which Player was selected. In the case of Player:

Average of first 8 players in Round 2 (exclusive of Player)

2. For the purposes of this Agreement, the term "Injury" shall mean a severe football injury occurring under the circumstances described in Numbered Paragraph "1" hereof, which effectively ends Player's career as a professional athlete or renders him unable to play during the 1995 NFL Season, and one which cannot be largely corrected by

surgery and/or rehabilitation, and which may include death resulting from Injury, or an Injury which effectively prevents Player from playing during all or most of the 1995 NFL Season.

3. Club shall have the right and option to purchase death and/or disability insurance on the body and person of Player for all sums Oilers may be obligated to pay hereunder and Player agrees to make himself readily available for all physical examinations which Oilers or its insurers may require. In the event Player fails or refuses to submit to such physical examinations or truthfully complete necessary applications and medical forms, this Agreement and Oilers' obligations hereunder shall be of no force or effect.

4. In addition to the foregoing, Club agrees that in the event Player sustains an Injury under the terms, conditions and provisions hereof, Club shall be responsible for necessary and reasonable medical care, physicians and surgeons expenses, and hospital care arising out of such injury which are not covered by insurance carried by Club and/or Player.

5. This Agreement and all obligations of Club hereunder shall terminate on the earlier of the following dates:

(a) The date of execution of NFL Player Contracts between Club and Player for the 1995 NFL Season;

or

(b) July 21, 1995;

and shall in no event have any application to death or injury not occurring under the circumstances provided in Paragraphs "1" or "2" hereof.

6. In the event Player sustains a football injury prior to executing a 1995 NFL Contract with Club, and in the further event such injury is not an Injury as defined herein, but is less serious, and further in the event such injury is actually sustained by Player while engaged at Club's Training Facility in actual participation in the manner described for an Injury in Numbered Paragraphs "1" and "2" hereof, and further in the event Player promptly reports any such injury to Club's personnel, and in the event Player "undergoes reasonable rehabilitation," then, and in such events, Club agrees that it will continue to negotiate in good faith with Player and his agents for a 1995 NFL Contract just as if Player had not sustained any such injury.

7. This Agreement shall not be effective until Player shall have passed Club's preliminary physical examination, which shall be promptly administered upon the execution hereof.

8. In the event Player actually receives all or any part of the sums called for herein and is later able to play in the NFL for any other team and actually plays in 1995 (or any subsequent NFL Season for which Player has executed contracts with Club pursuant to the terms hereof), Club shall be entitled to recover from Player the salary, signing bonus and/or other payments it has made hereunder and shall additionally be permitted to offset any such sums.

9. Player receives as compensation from Club for Player's participation in Mini-Camp and other pre-training camp workouts, the sum called for per day in Article XXXV, Section 3 of the 1993 Collective Bargaining Agreement ("CBA").

10. Facsimile copies hereof shall have the same force and effect as an original.

11. Player and Club expressly agree that any dispute whatsoever between Player and Club involving this Agreement or any term, provision or condition hereof, shall be resolved in accordance with the arbitration provisions of Articles IX and/or X of the CBA, notwithstanding the fact that Player and Club have not executed an NFL Player Contract as of the date of execution hereof. Moreover, such resolution under the CBA shall be the exclusive method of resolution of any such dispute.

Please indicate your acceptance hereof and agreement hereto by signing in the space provided below.

EXHIBIT

Very truly yours,

_____
BY: _____
_____, Executive Vice
President and General Manager
FR:jm
cc:
ACCEPTED AND AGREED TO:

_____
PLAYER
Date: _____

SAMPLE

SAMPLE