

WINTER LEAGUE AGREEMENT

Recognizing the impact of professional baseball as an agent of good will among nations and recognizing the necessity of keeping Winter League Baseball on the highest level of player performance, thus contributing to the continued development of all players participating in the Winter Leagues, the Commissioner of Baseball, the affiliated professional winter baseball leagues, and the Commissioner of the Caribbean Confederation, have mutually agreed to the following governing rules and procedures.

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ARTICLE ONE

DEFINITIONS

The definitions set forth in this Article One shall apply to the following terms as they are used in this Winter League Agreement and all documents incorporated into or appended to this Winter League Agreement.

(a) The term “Caribbean Commissioner” shall refer to the individual who holds the office of Commissioner of the Caribbean Confederation or the designee of such individual.

(b) The term “Caribbean Confederation” shall refer to The Confederation of Caribbean Professional Baseball Leagues.

(c) The term “Club Exemption” shall refer to a designation of a non-40 man roster player by his Major League Club, the result of which is that the Major League Club may deny permission for the designated player to participate in the Winter League, regardless of whether the player would have otherwise qualified for any other potential exemption.

(d) The term “Commissioner” shall refer to the individual who holds the office of Commissioner of Baseball pursuant to Article II of the Major League Constitution, any entity that succeeds to the powers and duties of the Commissioner of Baseball in the absence of a Commissioner pursuant to the Major League Constitution, or the designee of such individual or entity, as the case may be.

(e) The term “Import Player” with respect to a Winter League shall mean a Major League Player who is not a Native Player of the country in which such Winter League operates during the course of its regular season schedule.

(f) The term “Major League” shall refer to the two leagues described in the Major League Constitution, which are the American League and the National League.

(g) The term “Major League Club” shall refer to a professional baseball club that is a member in good standing of a Major League.

(h) The term “Major League Inactive Lists” shall refer to the Suspended, Restricted, Disqualified, and Ineligible Lists of Major League Clubs for their Major League and Minor League players.

(i) The term “Major League Player” shall refer to a professional baseball player who is on a Major League Reserve List or a Minor League Reserve List of a Major League Club.

(j) The term “Minor League” shall refer to any professional baseball league (other than a Winter League) that is party to an agreement with the Major Leagues and recognizes the authority of the Commissioner and its status as a Minor League.

(k) The term “Minor League Club” shall refer to a professional baseball club that is a member in good standing of a Minor League.

(l) The term “MLBPA” shall refer to the Major League Baseball Players Association, the labor union that represents players who are on a 40-man roster of a Major League Club.

(m) The term “Native Player” with respect to a Winter League shall mean a player who is considered a native of the country in which such Winter League operates during the course of its regular season schedule. A player shall be considered a native of a country if

- (1) the player was born in that country, or
- (2) the player is a citizen of that country, or
- (3) the player’s mother, father, grandmother or grandfather was born in that country.

For purposes of this Winter League Agreement, the Commonwealth of Puerto Rico shall be considered an independent country. With respect to subsection (2), above, a player shall be considered a citizen of Puerto Rico if the player’s primary domicile is within the Commonwealth of Puerto Rico.

(n) The term “Winter League” shall refer to any league that is a member of the Caribbean Confederation and that is a party to this Winter League Agreement.

(o) The term “Winter League championship season” shall refer to the full Winter League schedule of regular-season games, playoff games and the Caribbean Series among the champion Clubs in the Caribbean Confederation.

(p) The term “Winter League Club” shall refer to any professional baseball club that is a member in good standing of a Winter League.

(q) The term “Winter League Club Active List” shall refer to the list filed pursuant to Article Two of this Winter League Agreement of all players who are currently eligible to play in a game for a particular Winter League Club.

(r) The term "Winter League Club Reserve List" shall refer to the lists filed and maintained by a Winter League Club pursuant to Article Two of this Winter League Agreement.

(s) The term "Winter League Uniform Player Contract" shall refer to the standard, uniform playing contract described in Article Four of this Winter League Agreement.

ARTICLE TWO

RESERVE LISTS AND PLAYER LIMITS

(a) RESERVE LISTS.

(1) Filing of Reserve Lists.

Each Winter League Club shall file a Reserve List with the Commissioner on or before August 1 of each year. A Winter League Club shall include on its Reserve List only Native Players that the Winter League Club wishes to reserve for the upcoming one-year period. Each Winter League Club shall pay its Winter League \$1,500 (U.S.) as a fee for the administration of Reserve Lists. Each Winter League shall pay the Caribbean Commissioner a sum equal to the number of Clubs in its League times \$1,500 (U.S.) as a fee for the administration of Reserve Lists. The Caribbean Commissioner shall pay the Commissioner on or before August 1 of each year a sum equal to the number of Winter League Clubs times \$1,500 (U.S.) as a fee for the administration of Reserve Lists.

(2) Penalties for Late Filing.

Any Winter League Club from which the Commissioner does not actually receive a Reserve List on or before August 1 of each year shall be fined \$500 (U.S.), which fine shall be paid to the Caribbean Confederation through the Caribbean Commissioner. If a Winter League Club's Reserve List is not actually received by the Commissioner on or before August 31 of each year, then all players identified on such Winter League Club's most recently filed Reserve List shall be eligible to play for any club in any winter league that is a party to an agreement with the Office of the Commissioner of Baseball during such winter playing season, whether or not the club or the club's league is a member of the Caribbean Confederation, subject to the consent of the player's Major League Club and without any further restrictions.

(3) Maintenance of and Changes to Reserve Lists.

Each Winter League Club shall immediately notify its Winter League of any proposed changes to its Reserve List. Each Winter League shall immediately inform the Caribbean Commissioner of any such proposed change to the Reserve List of a Winter League Club in its League. The Caribbean Commissioner shall immediately notify the Commissioner in writing or by electronic means of each proposed change. If any such proposed Reserve List change is in violation of this Winter League Agreement, the change shall be null and void.

Each proposed Reserve List change shall become effective only upon receipt by the Commissioner and only if such change is not in violation of this Winter League Agreement.

(4) Restricted Period.

No changes may be made to any Winter League Club Reserve List between August 2 and August 15 of each year.

(b) COMPOSITION OF RESERVE LIST AND MAXIMUM NUMBER OF RESERVED PLAYERS.

(1) Maximum Number.

A Winter League Club may place a maximum number of seventy (70) Native Players on its Reserve List. A Winter League Club may not at any time exceed the maximum number of reserved players.

(2) Composition.

Only Native Players may be placed on a Winter League Reserve List. Each Winter League Club Reserve List shall consist of a Primary List portion and a Secondary List portion. Each Winter League Club's Primary List portion shall consist of the first thirty (30) players listed on that Club's Reserve List as of August 1. Each Winter League Club's Secondary List portion shall consist of the remaining players listed on that Club's Reserve List, up to a maximum of forty (40), as of August 1.

(c) EFFECT OF PLACEMENT ON RESERVE LIST.

(1) Primary List.

The Primary List portion of a Winter League Club Reserve List shall be considered the projected list of the Winter League Club's active playing roster for the applicable Winter League season. No player on the Primary List portion of a Winter League Club's Reserve List shall be eligible to play or negotiate with any other winter league club, whether or not such club or such club's league is a member of the Caribbean Confederation.

(2) Secondary List.

A Major League Club may direct any player on the Secondary List portion of a Winter League Club Reserve List, without the permission of the Winter League Club, to play for any winter club or league that is not a member of the Caribbean Confederation, only if:

(A) the direction to play for such club or league is for one and only one entire winter playing season; and

(B) such club or league is a party to an agreement with the Major Leagues during such winter playing season; and

(C) the Major League Club provides the Winter League Club with notice of such direction to play.

After the Secondary List player completes the one-season winter placement, the player remains on the Reserve List of the Winter League Club.

(3) Unreserved Native Players.

Any Native Player who is not on the Reserve List of a Winter League Club on or after August 1 through the remainder of the next Winter League championship season shall be eligible to play for any club in any winter league that is a party to an agreement with the Office of the Commissioner of Baseball during such winter playing season, whether or not the club or the club's league is a member of the Caribbean Confederation, subject to the consent of the player's Major League Club.

(d) DISPUTED NATIVE STATUS.

(1) Among Winter Leagues.

The status of a player as a Native Player when two or more Winter Leagues claim the player as such shall be jointly determined by the presidents of the Winter Leagues concerned. If those presidents fail to reach an agreement, the facts and evidence shall be submitted to the Caribbean Commissioner as arbitrator, who shall make the final decision, which shall not be appealed or challenged in any forum.

(2) Among Major League Clubs or Players and Winter Leagues.

If a player or the player's Major League Club disputes the status of a player as a Native Player, then such dispute shall be resolved in accordance with Article Eleven (Claims and Appeals) of this Winter League Agreement as a dispute with a Winter League. With regard to disputes concerning native status between a player and his Major League Club, or a player and a Winter League Club, notwithstanding anything to the contrary in Article Eleven, any such complaint may be raised by either the player, the Major League Club, or the Winter League Club, and the MLBPA shall be copied on all submissions in connection with such a complaint, and the Commissioner shall confer with the MLBPA before rendering a decision. Notwithstanding anything to the contrary elsewhere in the agreement, the Commission shall have full and complete final authority and discretion with respect to the proper resolution such complaints.

(e) OTHER INFORMATION INCLUDED WITH RESERVE LISTS.

(1) Suspended Players.

Each Winter League Club, along with its Reserve List, shall include a list of suspended players. Such list of suspended players shall include the date upon which each suspension began and the date upon which such suspension is scheduled to end.

(2) Prior Season Import List.

Each Winter League Club, along with its Reserve List, shall include a Prior Season Import List. No player who is a Native Player with respect to the Winter League Club's country shall be included in the Prior Season Import List. The maximum number of players on each Winter League Club's Prior Season Import List shall be ten (10). No player may be included on a Winter League Club's Prior Season Import List unless:

(A) the player completed the prior Winter League regular season (before any playoff games or series and before the Caribbean Series) with the same Winter League Club that is listing the player; or

(B) the player was paid through the conclusion of the prior Winter League regular season (before any playoff games or series and before the Caribbean Series) by the Winter League Club that is listing the player, if the player departed from the Winter League Club prior to the conclusion of the Winter League regular season (before any playoff games or series and before the Caribbean Series).

(f) ACTIVE LISTS.

(1) Filing and Maintenance.

Each Winter League must submit each of its Winter League Clubs' Active Lists as of the first day of the Winter League championship season to the Commissioner so that the Commissioner receives such lists no later than seven days before the first day of the Winter League championship season. No player may participate in a Winter League game unless the player is on the Active List of such Winter League Club on the day of such game. The Active List of a Winter League Club may not contain any Native Player who is not on the Reserve List of such Winter League Club. Active Lists may be modified from day to day during the course of the Winter League championship season. Either a Winter League Club or its Winter League shall notify the Commissioner by electronic means of any revisions to the Active List of a Winter League Club. The first such notice during a Winter League championship season shall be given on or before 5 p.m., Eastern Time, on the second Monday of such Winter League championship season, and subsequent notices shall follow every second Monday thereafter, each on or before 5 p.m. Eastern time. Each Winter League Club shall notify the Commissioner immediately if any Major League Player on its Active List is unable to perform due to injury.

(2) Numerical Limits.

(A) The maximum number of players on the Active List of a Winter League Club in the Dominican Republic shall be thirty (30).

(B) The maximum number of players on the Active List of a Winter League Club in Mexico shall be thirty (30).

(C) The maximum number of players on the Active List of a Winter League Club in Puerto Rico shall be thirty (30).

(D) The maximum number of players on the Active List of a Winter League Club in Venezuela shall be thirty (30).

(3) Assignments and Transfers.

(A) Closed Period.

No Winter League Club may assign or transfer an Import Player to another Winter League Club during the period from January 20 until after the conclusion of the Caribbean Series. A Winter League Club that fails to comply with this provision shall be fined \$1,000 (U.S.), payable to the Caribbean Confederation through the Caribbean Commissioner.

(B) Major League Club Consent Required.

No Winter League Club may assign or transfer an Import Player to another Winter League Club without the consent of the player's Major League Club, which must be communicated through the Commissioner. A Winter League Club shall request such consent of a Major League Club in writing to the Commissioner, who shall forward such request to the Major League Club. The Major League Club must respond to any such request in writing to the Commissioner within seven days of receipt of the written request, and the Commissioner shall promptly forward the Major League Club's response to the Winter League Club that made the request. If the Major League Club fails to respond to such a request, it shall be deemed to have consented to the assignment or transfer. A Winter League Club that fails to comply with this provision shall be fined \$1,000 (U.S.), payable to the Caribbean Confederation through the Caribbean Commissioner.

(4) Permission to Leave for Major League Club Obligations.

If a Major League Club wishes a Major League Player who is on the Active List of a Winter League Club to leave his Winter League Club to attend a Major League Club obligation (for example, a Major League Club mini-camp or the Major League Baseball Rookie Career Development Program), then the Major League Club shall advise the Winter League Club on or before December 24, providing the anticipated dates of departure from and return to the Winter League Club. If the Winter League Club is timely notified, it shall give due consideration to granting permission for such Major League Player to leave to attend to such obligation. Major League Clubs and Winter League Clubs shall communicate with each other in good faith to cooperate in regard to any such absences requested by the Major League Club.

ARTICLE THREE

MAJOR LEAGUE PLAYER ELIGIBILITY

(a) BARNSTORMING PROHIBITED.

Major League Players participating in a Winter League season shall not participate in exhibition or barnstorming games. Major League Players may participate in exhibition games for charity or to promote international goodwill if such games are authorized by the Commissioner. Except as otherwise provided in this section (a), Major League Players shall perform only in officially scheduled games, including any post-season series, and shall not travel to play away from the permitted areas in which the Winter League operates, except for an approved post-season series or approved interleague play pursuant to section (j) of Article Seven of this Winter League Agreement.

(b) PLAYERS ON A MAJOR LEAGUE INACTIVE OR RESTRICTED LIST.

A Major League Player who is on a Major League Inactive List may not play in a Winter League so long as such player remains on a Major League Inactive List, unless the Major League Player is a Native Player in the country in which the player wishes to play and the Commissioner consents, after consulting with the Major League Club, to the player's participation in that Winter League. A Major League Player or Minor League Player who is serving a suspension for violation of either the Major or Minor League Drug Prevention and Treatment Program may nevertheless play in a Winter League.

(c) EFFECT OF MAJOR LEAGUE ASSIGNMENT.

Once a player is authorized and approved to participate in a Winter League season, said authorization and approval shall be binding and effective even if the player's contract is assigned to a Major League Club other than the one that granted the initial approval.

(d) EFFECT OF SUSPENSION OF WINTER LEAGUE PLAY.

If for any compelling reason a Winter League is forced to suspend its championship season, a Native Player of the country in which such Winter League operates may play in any other Winter League when so authorized in writing by the player's Major League Club and the player's Winter League and Winter League club. Such authorization shall be filed with the Commissioner and shall automatically expire as of the end of the season for which authorization was granted.

(e) CONSENT OF MAJOR LEAGUE CLUB.

A Winter League Club that wishes to place a player on its Reserve List who is under contract to a Major League Club (whether by Major League or Minor League contract), must adhere to the following provisions in order to maintain such player on its Reserve List and sign or play such player:

(1) Native Players.

Consent of the Native Player's Major League Club is not generally required in order for a Winter League Club to reserve such a player. If, however, the Native Player whom the Winter League Club wishes to reserve is ill, physically incapable of playing or extremely fatigued, or if the Major League Club has applied one of its three (3) Club Exemptions for non 40-man players to the Native Player, then the Major League Club may refuse permission for that Native Player to participate in Winter League play for the upcoming season. Other than for players on a Major League Inactive List, whose eligibility for Winter League play is governed by section (b) of this Article Three, illness, physical incapacity, extreme fatigue, or designation with a Club Exemption are the sole bases upon which a Major League Club may deny permission for a Native Player to participate in Winter League play.

A Major League Club must submit a list of any Native Players in its organization who it believes qualify as ill, physically incapable or extremely fatigued, as well as the names of up to three players not on the Major League Club's 40-man roster who the Club has designated for a Club Exemption from Winter League participation, to the Commissioner so that such list is received on or before September 20. The Commissioner shall promptly forward such lists to the Winter Leagues Clubs. A Major League Club must provide documentation to the Commissioner to support its designation of a Native Player as ill, physically incapable or extremely fatigued. No documentation is necessary to support the Club's use of its Club Exemptions.

If the Major League Club cites physical incapacity of a Native Player as a reason for denying permission for that player to participate in the Winter League, the Winter League Club may not dispute or appeal such assertion if any of the following criteria is met, irrespective of whether any of the extreme fatigue thresholds described below are met independently by that player:

- the Native Player was on a Disabled List for a total of sixty (60) or more days during the previous season, with at least fifteen (15) of those Disabled List days occurring during the final sixty (60) days of the Major League or Minor League season of the last Major League or Minor League Club to which the player was assigned that season;
- the Native Player ended his season on a Disabled List; or
- the Native Player is a pitcher who has undergone major surgery within the previous eighteen (18) months of the September 20 filing date, with "major surgery" defined as Tommy John surgery, a screw in the elbow, rotator cuff repair, labrum repair (hip or shoulder), ACL or MCL repair or replacement, chondroplasty or microfracture surgeries, or hamstring repair. When a Major League or Minor League Club registers such a Native Player as physically incapable due to a recent major surgery, the Club must also submit to the Commissioner a proposed plan for the remainder of the player's Major League or Minor League season within fifteen (15) days of the player's reinstatement. So long as the submitted plan is followed by the player's Club, the player will be exempt from participation in the Winter League.

Notwithstanding a player's exempt status, the Major League Club may grant permission for the player to participate in the Winter League on a conditional basis, provided any such restrictions on the player's use by the Winter League Club are reduced to writing and filed with the Commissioner.

If the Major League Club cites extreme fatigue of a player as a reason for denying permission, the Winter League Club may not dispute or appeal such assertion if any of the following criteria is satisfied:

(A) The Native Player is a pitcher who pitched the number of innings listed below or more, or had the number of appearances listed below or more, for all Major and Minor League Clubs, combined, during the playing season immediately preceding the Winter League playing season:

(i) Innings Pitched.

40-Man Pitchers

| | |
|----------------|-----|
| Major League | 160 |
| Class AAA | 160 |
| Class AA | 140 |
| Class A | 130 |
| Short-Season A | 75 |
| Rookie | 70 |

Non 40-Man Pitchers

| | |
|----------------|-----|
| Major League | 160 |
| Class AAA | 160 |
| Class AA | 155 |
| Class A | 130 |
| Short-Season A | 75 |
| Rookie | 70 |

A pitcher shall be deemed to be a Major League pitcher for purposes of this section (e)(1)(A)(i) if the majority of such pitcher's innings pitched for that season in all Leagues affiliated with the Major Leagues, combined, were pitched in the Major Leagues.

A pitcher shall be deemed to be a Class AAA pitcher for purposes of this section (e)(1)(A)(i) if such pitcher is not deemed to be a Major League pitcher and the majority of such pitcher's innings pitched for that season in all Leagues affiliated with the Major Leagues were pitched in the Major Leagues and Class AAA, combined.

A pitcher shall be deemed to be a Class AA pitcher for purposes of this section (e)(1)(A)(i) if such pitcher is not deemed to be a Major League or Class AAA pitcher and the majority of such pitcher's innings pitched for that season in all Leagues

affiliated with the Major Leagues were pitched in the Major Leagues and Classes AAA and AA, combined.

A pitcher shall be deemed to be a Class A pitcher for purposes of this section (e)(1)(A)(i) if such pitcher is not deemed to be a Major League, Class AAA or Class AA pitcher and the majority of such pitcher's innings pitched for that season in all Leagues affiliated with the Major Leagues were pitched in the Major Leagues and Classes AAA, AA and A, combined.

A pitcher shall be deemed to be a Short-Season A pitcher for purposes of this section (e)(1)(A)(i) if such pitcher is not deemed to be a Major League pitcher, Class AAA, Class AA or Class A pitcher and such pitcher pitched more innings for Clubs in the Short-Season A classification than such pitcher pitched for Clubs in the Rookie classification.

A pitcher shall be deemed to be a Rookie pitcher for purposes of this section (e)(1)(A)(i) if such pitcher is not deemed to be a Major League, Class AAA, Class AA or Class A pitcher or a Short-Season A pitcher.

(ii) Game Appearances.

40-Man Pitchers

| | |
|---------------------------|----|
| Major League | 60 |
| Class AAA | 55 |
| Class AA | 45 |
| Class A | 55 |
| Short-Season A and Rookie | 35 |

Non 40-Man Pitchers

| | |
|---------------------------|----|
| Major League | 60 |
| Class AAA, AA or A | 55 |
| Short-Season A and Rookie | 35 |

A pitcher shall be deemed to be a Major League pitcher for purposes of this section (e)(1)(A)(ii) if the majority of such pitcher's appearances for that season in all Leagues affiliated with the Major Leagues, combined, were made in the Major Leagues.

A pitcher shall be deemed to be a Class AAA, AA or A pitcher for purposes of this section (e)(1)(A)(ii) if such pitcher is not deemed to be a Major League pitcher and the majority of such pitcher's appearances for that season in all Leagues affiliated with the Major Leagues were made in the Major Leagues and Classes AAA, AA and A, combined.

A pitcher shall be deemed to be a Short-Season A or Rookie pitcher for purposes of this section (e)(1)(A)(ii) if such pitcher is not deemed a Major League pitcher or a Class AAA, AA or A pitcher.

(iii) Usage Exemption.

Non 40-man pitchers aged twenty-four (24) years or younger who are classified as AAA, AA or A (as defined above) in both the current and previous seasons, and whose innings pitched or game appearances (whichever is applicable, depending on his role as a starter or reliever) increased by 20% or more over the previous season may be designated as extremely fatigued, provided that the number of innings pitched or game appearances in the previous season totaled 60% or more of the applicable extreme fatigue threshold as set forth above.

40-man pitchers aged twenty-four (24) years or younger who are classified as AAA, AA or A (as defined above) in both the current and previous seasons, and whose innings pitched or game appearances (whichever is applicable, depending on his role as a starter or reliever) increased by 25% or more over the previous season may be designated as extremely fatigued, provided that the number of innings pitched or game appearances in the previous season totaled 60% or more of the applicable extreme fatigue threshold as set forth above.

The above usage exemptions shall not apply to a pitcher for whom an innings pitched or relief appearances increase of greater than 25% is attributable to a change in role or position.

(B) the Native Player is a position player who had the number of plate appearances listed below or more, for all Major and Minor League Clubs, combined, during the playing season immediately preceding the Winter League playing season:

40-Man Player

| | |
|---------------------------|-----|
| Major League | 552 |
| Class AAA, AA or A | 550 |
| Short-Season A and Rookie | 370 |

Non 40-Man Player

| | |
|---------------------------|-----|
| Major League | 502 |
| Class AAA, AA or A | 550 |
| Short-Season A and Rookie | 370 |

A player shall be deemed to be a Major League player for purposes of this section (e)(1)(B) if the majority of such player's plate appearances for that season in all Leagues affiliated with the Major Leagues, combined, took place in the Major Leagues.

A player shall be deemed to be a Class AAA, AA or A player for purposes of this section (e)(1)(B) if such player is not deemed to be a Major League player and the majority of such player's plate appearances for that season in all Leagues affiliated with the Major Leagues, combined, took place in the Major Leagues, Class AAA, AA and A, collectively.

A player shall be deemed to be a Short-Season A or Rookie player for purposes of this section (e)(1)(B) if such player is not deemed a Major League player or a Class AAA, AA or A player.

(C) the Native Player appeared as a catcher in the number of innings listed below or more, for all Major and Minor League Clubs, combined, during the playing season immediately preceding the Winter League playing season:

| | |
|---------------------------|-----|
| Major League | 600 |
| Class AAA, AA or A | 700 |
| Short-Season A and Rookie | 550 |

A player shall be deemed to be a Major League catcher for purposes of this section (e)(1)(C) if the majority of such player's innings caught for that season in all Leagues affiliated with the Major Leagues, combined, took place in the Major Leagues.

A player shall be deemed to be a Class AAA, AA or A catcher for purposes of this section (e)(1)(C) if such player is not deemed to be a Major League catcher and the majority of such player's innings caught for that season in all Leagues affiliated with the Major Leagues, combined, took place in the Major Leagues, Class AAA, AA and A, collectively.

A player shall be deemed to be a Short-Season A or Rookie catcher for purposes of this section (e)(1)(C) if such player is not deemed a Major League player or a Class AAA, AA or A player.

A Major League Club may, in its discretion, grant permission for a catcher who fits the extreme fatigue criteria described in this section to participate in Winter League play and may require, as a condition to such grant of permission, limiting the field positions that such catcher may play for a Winter League Club.

(D) In addition to any players for whom the Major League Club may deny permission due to illness, physical incapacity or extreme fatigue, each Major League Club shall have the ability to select up to three (3) players who are not on the Club's 40-man roster as of the September 20 filing date for Club Exemptions.

If a Major League Club has refused permission for a Native Player to participate in Winter League play for a particular Winter League season on the grounds of extreme fatigue, illness or physical incapacity, or based on one of its Club Exemptions, then a Winter League Club may, on or after November 15 of such Winter League season, send to the Commissioner in writing or by electronic means a renewed request for permission for such

player to play for the requesting Winter League Club beginning December 1 or later, during the current Winter League season. The Commissioner promptly shall notify the Native Player's Major League Club of such request. The Native Player's Major League Club may again refuse permission for such Native Player to participate in Winter League play for that Winter League championship season, or the Native Player's Major League Club may grant permission for such player to participate on conditions, if any, it may establish, in its sole discretion (including, without limitation, limits on the frequency, duration and character of the player's use by the Winter League Club). Such conditional permission by the Major League Club for participation in the Winter League must be in writing, signed by representatives of both the Major League Club and Winter League Club, describe the conditions upon which the permission is granted, and shall be submitted to the Commissioner before the player joins the Winter League Club. Examples (without limitation) of such conditions might be limits on the number of games in which the player may appear, limits on the length of a player's appearance in any particular game or limits on the position or positions a player may play. In the event a Major League Club grants permission with a written condition or conditions and a Winter League Club violates such condition or conditions, the Winter League Club shall immediately forfeit its right to use such player in any games for the remainder of that Winter League championship season and, in the event of a willful violation, shall be subject to such discipline as the Commissioner may deem appropriate, in the exercise of the Commissioner's discretion. Disputes concerning whether a condition (or conditions) set by the Major League Club has been violated by the Winter League Club shall be determined by the Commissioner in its sole discretion, pursuant to the procedures set forth in Article Eleven (Claims and Appeals).

(2) Import Players.

No Winter League Club or representative may contact or negotiate with an Import Player until written permission to make such contact is first received from the Commissioner, who may be authorized to grant such permission by the player's Major League Club, if it so chooses. Under no circumstances may any Import Player who is a Major League Player be signed to a contract by a Winter League Club or appear in any Winter League game without the consent of the player's Major League Club and the approval of the Commissioner. For any violation of this section, the Commissioner shall disapprove or rescind approval of the offending Winter League Club's employment of the player involved, assess a fine against the offending Winter League Club, and/or impose future restriction on the Winter League Club's ability to sign Import Players.

A Winter League Club may not request permission of a Major League Club before August 15. On or after August 15, a Winter League Club may request permission of a Major League Club by sending a permission request to the Commissioner, who shall forward such request to the Major League Club.

(A) Players Listed on a Prior Season Import List.

When an Import Player appears on a Prior Season Import Player List, the Import Player's Major League Club may allow or deny permission to the Winter League Club that listed the player to play such Import Player in the following Winter League season.

On or before September 1, the Major League Club shall notify the Commissioner in writing or by electronic means that it will either allow or deny such permission. The Commissioner shall promptly communicate such notification to the Winter League Club and to the Caribbean Commissioner.

(i) Permission allowed.

If the Major League Club grants permission, the Winter League Club must tender a Winter League Uniform Player Contract to the Import Player on or before September 12.

(aa) Failure to Tender Contract.

If the Winter League Club fails to tender a contract, then the Import Player shall be eligible to play for any club in any winter league that is a party to an agreement with the Office of the Commissioner of Baseball during such winter playing season, whether or not the club or the club's league is a member of the Caribbean Confederation, subject to the consent of the player's Major League Club.

(bb) Failure to Sign Contract.

If the Winter League Club tenders the player a contract in a timely manner and the player declines to sign, then the player may not sign or participate with any Winter League Club in the same Winter League as the Club that tendered the contract. An Import Player who declines to sign shall be eligible to play for any club in any other winter league that is a party to an agreement with the Office of the Commissioner of Baseball during such winter playing season, whether or not the club or the club's league is a member of the Caribbean Confederation, subject to the consent of the player's Major League Club.

(ii) Permission Denied.

If a Major League Club denies permission for the Import Player to play with the Winter League Club that listed the player, then the player may not play for any other Club in the same Winter League (unless permission to do so is granted by the Winter League Club that listed the player). A Major League Club that denies permission to the Winter League Club that listed the player may, however, grant permission for such player to play for a club in any winter league other than the one in which the listing Winter League Club is a member, provided that such winter league is a party to an agreement with the Office of the Commissioner of Baseball during such winter playing season, whether or not the club or the club's league is a member of the Caribbean Confederation, subject to the consent of the player's Major League Club.

(B) Players Not Listed on a Prior Season Import List.

A Winter League Club may request permission to negotiate with and sign an Import Player who is not listed on a Prior Season Import List. Each such request must be on a

standard form promulgated by the Commissioner. Each Winter League Club may have a maximum of 10 permission requests pending in the aggregate at any given time. The permission request procedure shall be as follows:

- (i) On or before August 15 of each year, each Major League Club shall file with the Commissioner a list of its players who are not included on any Winter League Club's Prior Season Import List and who may be available for Winter League play.
- (ii) If a Winter League Club wishes to secure the services of an Import Player who is not on any Winter League Club's Prior Season Import Player List, then the Winter League Club must send, by electronic means (*e.g.* e-mail), to the Commissioner and to the Caribbean Commissioner a request to negotiate with that player for the current or upcoming Winter League season.
- (iii) The Commissioner shall immediately forward the Winter League Club's permission request to the applicable Major League Club.
- (iv) The Major League Club has five (5) business days, from the time it receives the permission request submitted by a Winter League Club, to respond to the Commissioner by electronic means by denying or granting the permission request.
- (v) If the Major League Club denies permission, then the Import Player may not play for that Winter League Club. The Commissioner shall promptly forward each permission denied by a Major League Club to the Caribbean Commissioner and to the Winter League Club, by electronic means.
- (vi) The Commissioner shall promptly forward each permission granted by a Major League Club to the Caribbean Commissioner and to the Winter League Club, by electronic means, along with the date upon which such permission expires.
- (vii) The Winter League Club then has eleven (11) days from the date the Commissioner notified it of the grant of permission to sign the Import Player.
- (viii) If no contract or agreement with the Import Player has been reached in the allowable time, the Major League Club's grant of permission expires.
- (ix) If a permission granted to a Winter League Club expires, the Winter League Club, if it still wishes to negotiate with that Import Player, must submit a new permission request form.

(f) FREE AGENTS SIGNED BY WINTER LEAGUE CLUBS.

If a Winter League Club signs a player for the current Winter League championship season who is not reserved by a Major League Club, notwithstanding anything to the contrary in this Winter League Agreement, no Major League Club is permitted to impede such player's performance for the remainder of such Winter League championship season, even if such player signs subsequently with a Major League Club during such Winter League championship season.

(g) PENALTIES FOR USING PLAYER WITHOUT CONSENT.

A Winter League Club that uses a player under reserve to a Major League Club without obtaining a consent required by this Winter League Agreement, or that uses a player under reserve to a Major League Club in violation of a Major League Club's denial of permission for a player to play for such Winter League Club, shall, upon such violation, forfeit the privilege of requesting permission for, or using, any Import Players for the subsequent Winter League championship season and shall be prohibited from using the services of that player for the remainder of that Winter League season as well as the next three Winter League seasons. Additional discipline—including the imposition of fines, recall of the player, and/or loss of the ability to sign Import Players—may also be imposed at the Commissioner's discretion.

A Winter League Club that commits a second such violation during the term of this Winter League Agreement (whether in the same or a subsequent Winter League season) shall, upon such second violation, forfeit the privilege of requesting permission for, or using, any Import Players for two subsequent Winter League championship seasons, in addition to the Winter League season for which the Winter League Club forfeited such privilege as a sanction for the first violation. Additional discipline—including the imposition of fines, recall of the player, and/or loss of the ability to sign Import Players—may also be imposed at the Commissioner's discretion.

A Winter League Club that commits a third or subsequent such violation during the term of this Winter League Agreement (whether in the same or a subsequent Winter League season) shall, upon such third, or each subsequent, violation, be subject to such additional sanctions as the Commissioner may impose, in the Commissioner's discretion.

(h) PENALTIES FOR WILLFUL INTERFERENCE WITH WINTER LEAGUE PARTICIPATION.

In the event that the Commissioner finds that a Major League Club has willfully caused a player participating in Winter League play to leave the player's Winter League Club in violation of the terms of both the player's contract with such Winter League Club and this Agreement, the Commissioner shall order such Major League Club to grant such Winter League Club permission, within seven (7) days, to contract for the remainder of such Winter League season with a suitable player under reserve to such Major League Club. If such Major League Club fails to follow such order of the Commissioner, such Major League Club shall forfeit its ability to grant permission for any Import Player to play in the Winter League of the affected Winter League Club during the subsequent Winter League season.

A Major League Club that commits a second such violation during the term of this Winter League Agreement (whether in the same or a subsequent Winter League season) shall be subject to additional, escalating sanctions as the Commissioner may deem appropriate under the circumstances.

ARTICLE FOUR

OBLIGATIONS OF PLAYER AND CLUB

(a) WINTER LEAGUE UNIFORM PLAYER CONTRACT.

(1) Requirement and Form.

Each player who participates in a Winter League must first sign a single, standard, uniform playing contract called a Winter League Uniform Player Contract. The Winter League Uniform Player Contract shall be promulgated by the Caribbean Commissioner, shall be a form acceptable to the Commissioner and shall be printed in both the English and the Spanish languages. Each contract shall set forth exactly all agreements and stipulations agreed to between the player and the Winter League Club, including, but not limited to, salary, living allowance and transportation. Each contract will specifically address the Winter League Club's ability to deduct from the player's paychecks any incidental expenses incurred, but not paid for, by the player. No other agreement, either in writing or oral, between a player and a Winter League Club shall be binding or enforceable upon either party, even if admitted by both parties. The provisions of the Winter League Uniform Player Contract shall supplement this Winter League Agreement; provided, however, that no provision in a Winter League Uniform Player Contract shall contradict any provision of this Winter League Agreement, and in the case of such conflict, the provisions of this Winter League Agreement shall control. Any contract in violation of this Winter League Agreement shall be null and void.

(2) Signing Procedure.

Each Winter League Uniform Player Contract must be signed as soon as practicable after the player and the Winter League Club have agreed to terms. Each Winter League Uniform Player Contract must be signed in four counterpart originals, with one original given to the player, one original given to the Winter League Club, one original given to the Winter League and one original given to the Caribbean Commissioner.

(b) SIGNING WITH MAJOR LEAGUE CLUB.

(1) Release by Winter League Club and Consent by Major League Club.

No Winter League Club shall sign a player to a contract that would in any way restrict, condition, impair or interfere with the ability of the player to contract with a Major League

Club. If a player's first professional contract is with a Winter League Club (and, if the player is a Native Player, the Commissioner has been notified that the Winter League Club has placed such Native Player on its Reserve List (70-player) in accordance with Article Two of this Winter League Agreement) and the player wishes to contract with a Major League Club, then the Winter League Club and the Major League Club shall each sign a standard Release and Consent form, promulgated by the Commissioner and the Caribbean Commissioner. The Release and Consent form shall allow the player to contract with the Major League Club, without compensation to the Winter League Club, and shall convey the Major League Club's permanent consent to that player being reserved to that Winter League Club. The Major League Club shall enclose a copy of the Release and Consent form when it forwards the player's contract to the Commissioner for approval in accordance with the Major League Rules. The Major League Club shall also forward a copy of the Release and Consent form to the Caribbean Commissioner. Both the Winter League Club and the Major League Club shall be deemed to have consented to the provisions of this Article Four, even if one or both fails to sign the Release and Consent form.

(2) Major League Club Rights to Native Players Who Are Not Reserved.

Each Winter League and Winter League Club acknowledges and agrees that it shall have no right to in any way restrict, condition, impair or interfere with the ability of a Major League Club to sign a Native Player who is not on a Winter League Reserve List. Each Winter League and Winter League Club agrees that it shall not dispute or challenge the right of a Major League Club to sign, without restriction of any kind, any Native Player who is not on a Winter League Reserve List.

(3) Residents of the United States or Canada.

No Winter League Club shall be permitted to have contract rights with respect to a resident of the United States or Canada on the Negotiation List of a Major League Club pursuant to Major League Rule 4 that would supersede, restrict, condition, impair or interfere with the negotiation right of the Major League Club.

(c) TRAVEL EXPENSES.

The Winter League Club shall guarantee to each player the payment of full travel expenses from the airport closest to the player's residence in the 50 United States or Canada to and from the home city of the Winter League Club, including meals in route.

(d) SALARY GUARANTEE.

The Winter League Club shall guarantee to the player the payment of salary for a minimum of thirty (30) days in the event of the Winter League Club's termination of the player's contract (whether by cancellation of the invitation to the player to participate or issuance of the player's unconditional release prior to the expiration of thirty (30) days' service), unless the player is in breach of the player's contract, including misconduct, in which event the player shall be guaranteed payment only to the date of the player's release; provided, however, that if there are fewer than thirty (30) days remaining in the Winter League Club's regular playing season at the

time the player commences employment, then the player shall be guaranteed salary only to the end of the season.

(e) SUSPENSIONS.

A Winter League or Winter League Club may suspend a player under appropriate circumstances. Any player who is suspended by a Winter League or Winter League Club shall be placed immediately on a Winter League Suspended List for the prescribed time period, and such player may not play in any Winter League until the conclusion of such time period. A Winter League or Winter League Club that suspends a player shall, within twenty-four (24) hours of the suspension, notify the Commissioner and the player's Major League Club of such suspension, and such notification shall include a description of the basis for, and the beginning and end dates of, the suspension. The imposition of a suspension, and the length thereof, shall be subject to review in accordance with the procedure set forth in Article Eleven (Claims and Appeals) of this Winter League Agreement.

(1) Maximum Duration.

No suspension of a player shall exceed three years.

(2) Identification of Suspended Players with Reserve Lists.

A Winter League Club with a suspended player must identify such player on a list of Suspended players filed with the Club's Winter League Reserve List and must include the duration of the suspension. (See section (e)(1) of Article Two of this Winter League Agreement).

(3) Consistency of Suspensions.

The Winter League Clubs, Winter Leagues and Caribbean Confederation shall make every effort to ensure consistency among the Winter Leagues in the duration of player suspensions for like conduct or offenses.

(4) Abandonment of Winter League Club.

A Major League player who leaves a Winter League Club without the consent of the Winter League Club may not be fined in connection with such action, but shall be subject to a suspension imposed by the president of the Club's Winter League.

(f) REFUSAL TO HONOR SALARY PROVISION IN CONTRACT.

(1) Fines by Winter Leagues

Any Winter League Club that does not honor the salary provision in a contract with a Major League player shall be subject to a fine by the Caribbean Confederation or the Commissioner of the full amount of the player's Winter League salary that is owed and outstanding.

(2) Escrow Account

Each Winter League Club shall, by October 30, make an annual payment of \$2,000 (U.S.) to an Escrow Account, to be drawn upon to cover future delinquencies or overdue payments owed by Winter League Clubs to Major League Clubs, vendors or Major League affiliated players. The Escrow Account balance must not be less than \$5,000 (U.S.) at any time and, if the Escrow Account is insufficient to cover overdue salary payments to Major League affiliated players, then the Caribbean Confederation shall assume financial responsibility for the remaining salary owed to such players.

(3) Additional Penalties, Including Potential Loss of Right to Sign Import Players

If the problem of late payment or nonpayment of salary to Major League Players becomes a persistent problem with respect to a particular Winter League or Winter League Club, the Commissioner may impose additional penalties on the offending league or club, including but not limited to revoking the league or club's ability to sign import players in subsequent seasons and/or the recalling of Major League Players (Native or Import) from the club or league.

(4) Complaint and Resolution Procedure

Complaints concerning late payment or nonpayment of Major League Players by their Winter League Clubs may be raised by the player, the player's representative, or the Commissioner, within thirty (30) days of the date that any such was payment due or when the late payment or nonpayment reasonably should have been discovered. The Commissioner shall notify the Winter League Club accused of failure to comply with the salary provisions of its agreement with the Major League Player, and the Winter League Club shall have seven (7) days to respond in writing to the allegations. Within seven (7) days of receiving the Winter League Club's written response, the Commissioner shall issue a ruling, which shall be binding on all parties. The Winter League Club shall have seven (7) days in which to comply in full with the Commissioner's ruling.

Any actions described in this section taken by the Caribbean Confederation or the Commissioner may be appealed by the affected Winter League Club(s) pursuant to the procedures provided in Article Eleven (Claims and Appeals) of this Winter League Agreement.

(5) Nonpayment of Incidentals

If a Winter League Club asserts that a player owes it money for incidentals, the Winter League Club may deduct the amount owed from the player's salary only if such deduction is

specifically authorized by the terms of the Winter League Uniform Player Contract. Any complaints by 40-man roster players regarding an improper deduction shall be resolved through the same dispute resolution process set forth in Article Four (f)(4) above with respect to the nonpayment of salary. Money in the Escrow Account will be made immediately available to cure any salary deductions deemed to be improper.

(g) ACTION IN WRITING.

Any and all action taken by a Winter League Club or Winter League president regarding the Winter League contractual rights of Major League players shall be in writing, and copies of same shall be given immediately to the player, to the player's Major League Club, and to the Commissioner.

(h) PAYMENTS OWED TO MAJOR LEAUGE CLUBS

Upon issuance of an invoice from a Major League Club to a Winter League Club for amounts owed, the Winter League Club must issue full payment to the Major League Club within ninety (90) days. If full payment is not made by the Winter League Club within ninety (90) days, the Major League Club may submit a complaint to the Commissioner, which shall in turn have thirty (30) days to investigate the allegations and, if warranted, issue a ruling compelling the Winter League Club to make the payment at issue promptly and impose other discipline the Commissioner deems appropriate, including but not limited to restrictions on the Winter League Club's ability to sign Import Players. If prompt payment is not made by the Winter League Club after the Commissioner's ruling, the Commissioner may withdraw some or out of the amount from the escrow account described in Article Four (f)(2) of this Winter League Agreement.

ARTICLE FIVE

MEDICAL AND COMPENSATION GUARANTEES

(a) MEDICAL AND HOSPITAL EXPENSES.

(1) Guarantee of Expenses.

Each Winter League Club shall guarantee full medical and hospital expenses to any player who suffers an injury in the course and scope of the player's employment in the Winter League.

(2) Notification of Injury.

In the case of an injury suffered by a Major League Player, the Winter League Club shall notify the player's Major League Club by telephone and e-mail within twenty-four (24) hours of the injury. If a Winter League Club fails to notify a Major League Player's Major League Club of an injury within twenty-four (24) hours, then the Commissioner may, in the Commissioner's discretion, prohibit that Winter League Club from using the services of that player for the remainder of the Winter League season as well as the subsequent Winter League

season. The Commissioner may require the Winter League Clubs to update medical information in regard to Major League Players in an electronic recordkeeping system of the Commissioner's choosing.

(3) Expenses When Major League Club Directs Return of Player for Treatment.

If the Major League Club directs the player to return to the United States or Canada for the purpose of reporting to its own doctors for medical examination and/or treatment prior to the close of the Winter League championship season and any official post-season playoff series in which the player's Winter League Club may be eligible to participate, then travel expenses associated with the player's return shall be borne by the Major League Club, and medical expenses up to and including a total of \$30,000 (U.S.) incurred in such examination and/or treatment by its own doctors shall be borne one-half by the Major League Club and one-half by the Winter League Club, such that the maximum liability for the Winter League Club for any instance shall be \$15,000 (U.S.). All medical expenses in excess of \$30,000 (U.S.), if any, shall be borne solely by the Major League Club.

The Commissioner shall use best efforts to introduce the Winter Leagues and Winter League Clubs to a third party or parties that can offer insurance to such Winter Leagues and Winter League Clubs to cover, in whole or in part, the Winter Leagues and Winter League Clubs for liabilities pursuant to this section (a)(3).

(4) Potential Medical Information System or Database

The Commissioner may, during the term of this Winter League Agreement, create or employ an electronic system or database containing, among other things, medical information for Major League Players who participate in the Winter Leagues. In the event that the Commissioner chooses to create or employ such a system, the Winter League Clubs agree to update such system or database on a daily basis during the Winter League season with any new medical or other information regarding Major League Players. The Commissioner will provide to representatives of the Winter League Clubs education and training on the use of any such system or database should the Commissioner choose to employ one.

(b) LOST SALARY.

(1) Compensation to Major League Club.

If a Major League Player

(A) is injured in the course and scope of the player's employment in a Winter League; and

(B) remains on a Major or Minor League Disabled List of the player's Major League Club for either

(i) the entire subsequent Major or Minor League championship season; or

- (ii) the entire remainder of the subsequent Major or Minor League championship season, if the player is released before the Major or Minor League championship season and is later signed by a Major League Club and placed on a Disabled List;

then the Winter League Club shall pay to the Major League Club that holds the player's contract an amount equal to the player's salary for such Major or Minor League season under the player's Major League Uniform Player's contract or Minor League Uniform Player Contract; provided, however, that in no event shall the Winter League Club be obligated to pay an amount per player in excess of the minimum salary for a Major League Player playing in the Minor Leagues, as set forth in the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association. Such minimum salary shall be as set forth in the Basic Agreement. All compensation payments made pursuant to this section shall be made to the Commissioner, as agent for the Major League Club, within thirty (30) days of the close of the Major or Minor League championship season. The Commissioner shall distribute the payment set forth in this section to the Major League Club.

(2) Compensation to Player Who Is No Longer Under Contract to a Major League Club.

If a Major League Player

- (A) is injured in the course and scope of the player's employment in a Winter League;
- (B) such injury prevents the player from performing for the player's Major League Club during the following Major or Minor League season; and
- (C) the player is not paid by the Major League Club because the player has been released,

then the Winter League Club shall pay to the player an amount equal to the pro rata amount of the player's last Major League Uniform Player's Contract or Minor League Uniform Player Contract for each day of the following Major or Minor League championship season for which the player is not under contract to and unable to play for any Major or Minor League Club as a result of the player's Winter League injury; provided, however, that in no event shall the Winter League Club be obligated to pay an amount per player in excess of the minimum salary for a Major League Player playing in the Minor Leagues, as set forth in the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association.

The Commissioner shall use best efforts to introduce the Winter Leagues and Winter League Clubs to a third party or parties that can offer insurance to such Winter Leagues and Winter League Clubs to cover, in whole or in part, the Winter Leagues and Winter League Clubs for liabilities pursuant to this section (b).

(c) WINTER LEAGUE SALARY.

If a player is injured during Winter League play, the player shall receive the player's full salary as provided by the player's Winter League Uniform Player Contract for a period of thirty (30) days from the date of the player's injury or to the end of the Winter League Club's season (including the Caribbean Series, if the player's Winter League Club participates), whichever is earlier. If the

player is not released during or at the end of said period, the Winter League Club shall continue to be obligated to the player under the terms of the Winter League Uniform Player Contract to its termination, or to such prior date as the Winter League Club may have given the player an unconditional release (subject to the minimum guarantee provisions of section (d) of Article Four of this Winter League Agreement).

If the player is an Import Player and, at the end of said period, the player receives an unconditional release but is unable because of injury to return to the player's native country, the player shall continue to receive a full salary and expenses until the player is able to return home or until the end of the Winter League Club's season, whichever is earlier.

(d) PENALTIES FOR NONCOMPLIANCE

Failure by a Winter League Club to make any payment required by Article Five (b) or V(c) of this Winter League Agreement will subject the Winter League Club to potential penalties by the Commissioner, including but not limited to a fine for any outstanding amounts owed to the player or the Major League Club, and/or restrictions on the Winter League Club's ability to sign Major League Players (Native or Import) in the future. Any penalty described in this section taken by the Commissioner may be appealed by the affected Winter League Club pursuant to the procedures provided in Article Eleven (Claims and Appeals) of this Winter League Agreement.

(e) MEDICAL PERSONNEL.

On or before August 1 of each year, the Caribbean Commissioner shall provide the Commissioner and the MLBPA with a directory of medical personnel to be used by each Winter League Club during the upcoming Winter League championship season. Each Winter League Club shall employ at least one trainer who is also employed by a Major League Club. Such directory shall include the names, addresses and specialties of all medical personnel.

(f) MEDICAL EQUIPMENT.

Each Winter League Club shall have available at each game and workout the following medical supplies (at a minimum), in quantities substantially equivalent to those that a Minor League Club in the United States would have available for treating players: medical supply kit; splints; automated external defibrillator (AED); ice/heat treatments; bracing and padding; and disinfectant solutions.

(g) FACILITY AND MEDICAL SEMINARS

Every three years, the Commissioner will hold a seminar for Winter League medical and facilities personnel to review and share industry best practices. The date and location of these seminars will be announced by the Commissioner with reasonable notice. The Winter League Clubs shall be responsible for paying their own travel and other expenses in connection with this seminar.

ARTICLE SIX

SELECTION AND USE OF UMPIRES

Winter Leagues interested in the use of umpires employed by the National Association of Professional Baseball Leagues ("National Association") shall file an application with the president of the National Association, stating the number and classification of umpires needed, and the terms offered.

ARTICLE SEVEN

LEAGUE ADMINISTRATION

(a) PROVISION OF INFORMATION.

(1) League Information.

(A) On or before August 1 of each year, the president of each Winter League shall notify the Commissioner in writing of the following information:

(i) The names, addresses, telephone numbers and e-mail addresses of the League and its officials;

(ii) The names, addresses, telephone numbers and e-mail addresses of each Club in the Winter League and its officials;

(iii) The name of the manager of each Club, if available;

(iv) The opening and closing dates of the League's regular season, three copies of the League's schedule and the dates and format of the League's playoff series and/or schedule;

(v) Copies of the constitution, by-laws and other significant governing documents of the Winter League;

(vi) A redline version reflecting any changes or amendments to the constitution, by-laws or other significant governing documents of the Winter Leagues of Caribbean Confederation since August 1 of the previous year or, alternatively, if no changes or amendments have been made since August 1 of the previous year, a written certification of that fact;

(vii) The name and official position of the persons in each Club in its League who are authorized to contact and sign players, and, in general, to act for the Club with respect to the provisions of this Winter League Agreement;

(ix) A copy of the Winter League Uniform Player Contract in use for the upcoming Winter League championship season; and

(B) Before 5 p.m., Eastern Time, on each Monday beginning with the first Monday following August 1 each year and ending with the last Monday of the championship season, each Winter League shall provide to the Commissioner by e-mail or other electronic means a bulletin containing complete list of players and Clubs who have agreed to contract terms in such Winter League since the last prior bulletin from such Winter League.

Immediately after any change in the foregoing information occurs, the president of the Winter League shall notify the Commissioner of such change. Each schedule provided shall be presented in a manner that is easy to read and consistent with the manner in which the schedules of the other Winter Leagues are presented.

(2) Major League Club Information.

On or before August 1 of each year, the Commissioner shall provide to the Caribbean Commissioner and to each Winter League a list of one Winter League coordinator for each Major League Club.

(3) Caribbean Series Information.

On or before October 15 of each year, the Caribbean Commissioner shall provide the Commissioner with information about the Caribbean Series scheduled to occur after the upcoming Winter League regular seasons and playoffs, including dates, location, hotels, events, credentials and seating arrangements.

(b) ANSWERING OFFICIAL COMMUNICATIONS.

The Winter Leagues and their Clubs shall answer promptly all official communications from the Commissioner. For purposes of this Winter League Agreement, a reply to a letter or e-mail from the Commissioner must be received by the Commissioner within fifteen (15) days from the date of the original letter, and must be received within five (5) days from the date of an e-mail, cable, telegram or facsimile. The Commissioner shall answer official communications from the Winter Leagues or their Clubs within the same time limits as stated above.

(c) DISCIPLINARY ACTION.

Failure by a Winter League or Winter League Club to adhere to any regulation or decision issued hereunder may subject the offending party to such disciplinary action as the Commissioner may deem proper.

(d) COMPLETION OF WINTER LEAGUE SEASON.

All Winter League play, including the Caribbean Series, shall be completed on or before February 10 of each year.

(e) STATISTICS.

Each Winter League shall furnish playing statistics to a statistics service of the Commissioner's choosing on each day of the Winter League championship season. Such statistics shall be furnished on a form prescribed by such statistics service. Not later than sixty (60) days following the close of the Winter League season, the president of each Winter League shall cause three copies of the Final Official Playing Averages of the Winter League to be forwarded to the Commissioner.

(f) SECURITY.

(1) Access.

Each Winter League Club shall ensure that no non-uniformed personnel or other person shall enter the areas described in section (f)(2) of this Article Seven during any game, or for reasonable periods before or after any game, unless such person possess an official credential furnished by the Winter League Club in accordance with standards agreed upon by the president of the Winter League and the Caribbean Commissioner.

(2) Areas Covered.

Each Winter League Club shall provide satisfactory security for the following areas of its ballpark: field, clubhouses, dugouts, umpires' room, players' parking area, players' family seating area and areas of players' access to and from the ballpark.

(3) Security Practices.

Each Winter League Club shall make good faith efforts to implement enhanced security procedures at its ballpark as recommended by the Commissioner in Attachment B to this Winter League Agreement.

(g) NOTIFICATION OF SALARY RANGES.

The Caribbean Commissioner shall send to the Commissioner, on or before September 1 of each year, a list of the ranges of salaries paid to players in each of the Winter Leagues at each level of playing experience.

(h) BACKGROUND.

To ensure the integrity of the game of Baseball throughout the Caribbean region, each of the following persons or entities must undergo a background check before being permitted to assume their respective offices or exercise any significant managerial control over a Winter League Club, a Winter League or the Caribbean Confederation:

(1) Caribbean Commissioner.

Any person who is proposed to assume the office of Caribbean Commissioner after the effective date of this Winter League Agreement shall undergo a background check by an investigator chosen by the Commissioner and paid for by the Winter Leagues.

(2) Winter League Presidents.

Any person who is proposed to assume the office of president of a Winter League after the effective date of this Winter League Agreement shall undergo a background check by an investigator chosen by the Commissioner and paid for by the Caribbean Confederation.

(3) Winter League Club Owners.

Any person who or entity that is proposed to exercise any significant managerial control over a Winter League Club after the effective date of this Winter League Agreement shall undergo a background check by an investigator chosen by the Commissioner and paid for by such person or entity.

After evaluation of such background check, the Caribbean Confederation and the Winter Leagues shall not permit any individual or entity to participate in the Caribbean Confederation, any Winter League or any Winter League Club if such participation would have any adverse effect, real or perceived, upon the integrity of the game of Baseball.

Any person holding the office of Caribbean Commissioner or president of a Winter League as of the effective date of this Winter League Agreement shall not be subject to the provisions of this section with respect to such office. Any person who or entity that exercises any significant managerial control over a Winter League Club as of the effective date of this Winter League Agreement shall not be subject to the provisions of this section with respect to such Winter League Club.

(i) EXPANSION AND RELOCATION.

(1) League.

Each Winter League shall notify the Commissioner, no later than one-hundred twenty (120) days before the start of the Winter League championship season, of any proposed expansion of its League or any proposed relocation of a Winter League Club in its League. A Winter League may expand or relocate within the following areas:

(A) Liga Venezolana de Baseball Professional and its member Clubs may expand or relocate within the Bolivarian Republic of Venezuela;

(B) Liga Dominicana de Baseball Professional and its member Clubs may expand or relocate within the Dominican Republic;

(C) Liga de Beisbol Profesional de Puerto Rico, Inc. and its member Clubs may expand or relocate within the Commonwealth of Puerto Rico;

(D) Liga Mexicana del Pacifico and its member Clubs may expand or relocate within Mexico; provided, however, that any expansion or relocation outside the states of Sinaloa, Sonora and Baja California may not occur without the prior written approval of the Commissioner, which shall not be unreasonably withheld.

A Winter League may expand or relocate beyond the areas set forth in this section (i)(1) of this Article Seven only if it has first received the written approval of the Commissioner.

(2) Caribbean Confederation.

Any proposed expansion of the Caribbean Confederation shall be submitted to the Commissioner for approval in the Commissioner's sole discretion.

(j) INTERLEAGUE PLAY.

A Winter League may schedule and play games against Clubs from a different Winter League with the prior approval of the Commissioner, who may set conditions and regulations for such play as requirements in granting such approval. No such game between Clubs from different Winter Leagues is permitted unless the Commissioner has approved such game. The approval of the Commissioner shall not be unreasonably withheld.

(k) ENFORCEMENT.

The Commissioner may suspend the right of a Winter League or Winter League Club to request and receive permission to use Import Players should such Winter League or Winter League Club fail to provide the information required by sections (a)(1) or (h) of this Article Seven.

(l) CARIBBEAN SERIES SCOUT SEATS.

The Caribbean Commissioner shall offer to the Commissioner, acting on behalf of the Major League Clubs and the Major League Scouting Bureau, the opportunity to purchase, at face value, at least one seat per Major League Club, plus one additional seat for the Major League Scouting Bureau, in a low seating area behind home plate for each game of the Caribbean Series each year, for scouting purposes. Such seats shall be in a location equivalent to seats customarily offered to scouts at Major League ballparks. The Caribbean Commissioner shall, in addition, offer to the Commissioner, acting on behalf of the Major League Clubs and the Major League Scouting Bureau, the opportunity to purchase, at face value, additional seats for each game of the Caribbean Series. Such additional seats may or may not be in the same location as the seats offered for scouting purposes.

ARTICLE EIGHT

FACILITY STANDARDS

(a) STANDARDS.

Each Winter League Club must maintain a playing facility that complies with the facility standards set forth in Attachment A to this Winter League Agreement. Unless expressed as recommendations, the facility standards set forth in this Article Eight and in Attachment A are minimum requirements for all Winter League facilities.

Attachment A may be amended in writing signed by both the Commissioner and the Caribbean Commissioner.

(b) MONITORING OF COMPLIANCE.

The Commissioner's Office shall select inspectors who will monitor Winter League Clubs' compliance with the facility standards set forth in this Article Eight and in Attachment A. Such inspectors shall be compensated in advance by the Caribbean Confederation. All Winter League Club facilities, including but not limited to off-site workout facilities, that have not been inspected within one year prior to the date of this Winter League Agreement by an inspector approved by the Commissioner shall be inspected as soon as the Commissioner and the Winter League Club may be able to arrange. Every Winter League Club facility will be inspected at least every two years, and more often if the Commissioner determines it is warranted. The inspector's reports on each facility shall be distributed among the Commissioner, the MLBPA, the Caribbean Confederation, the applicable Winter League and the applicable Winter League Club. Modifications and repairs recommended by the Commissioner as a result of any such inspection shall be made within ninety (90) days, unless the Commissioner agrees to set a different timetable for completion.

(c) PLAN REVIEW AND APPROVAL.

All plans for new and renovated facilities must be submitted to the inspectors designated by the Commissioner for review and approval prior to the start of construction. Such review shall be completed within thirty (30) days of the submission of the plans to the inspectors. If such plans meet the facility standards set forth in this Article Eight and in Attachment A, the plans shall be approved.

(d) FAILURE TO MEET BALLPARK STANDARDS.

Failure by a Winter League Club to comply with the required facility standards set forth in this Article Eight and Attachment A will result in disciplinary action, including, but not limited to monetary fines and/or a prohibition against Major League Players playing at such facility, as determined by the Commissioner. Such penalties for noncompliance will be strictly enforced by the Commissioner.

ARTICLE NINE

TERRITORIES

(a) DEFINITION.

A Winter League Club's operating territory shall be defined as the entire area within the limits of the city in which a Winter League Club is granted and is operating and, in addition, the area within 10 miles in all directions from the city limits of the protected city, including the entire area of any town, city or village of which any portion is located within the 10-mile area.

(b) PROTECTION.

(1) With the exception of any territory described in section (b)(2) of this Article Nine, no territory in which a Winter League Club is being operated under protection of this Winter League Agreement shall be included in any Major League, nor shall any Major League territory be defined after the effective date of this Winter League Agreement so as to otherwise violate the territorial protection provided in this Winter League Agreement to a Winter League Club, until such Winter League and Winter League Club shall have been paid such compensation as shall be mutually agreed upon as just and reasonable compensation for such action. No rights to compensation pursuant to this Article Nine shall arise unless a Major League Club relocates, pursuant to the Major League Constitution and Major League Rules, from a territory outside a Winter League Club's operating territory to a territory in which a Winter League Club is being operated under protection of this Winter League Agreement

(2) Any Major League or Major League Club may locate and define a territory in Mexico outside of the territory of any Winter League Club operating in the states of Sinaloa, Sonora and Baja California in Mexico without obligation to compensate any Winter League or Winter League Club, notwithstanding anything to the contrary in this Article Nine. Should the Liga Mexicana del Pacifico and its member Clubs expand or relocate outside the states of Sinaloa, Sonora and Baja California in Mexico, they shall have no right to demand or receive compensation from any Major League or Major League Club that locates outside of the territory of any Winter League Club operating in the states of Sinaloa, Sonora and Baja California in Mexico.

(c) DRAFT OF TERRITORY.

A Major League or Major League Club desiring to acquire Winter League territory must file notice of its intention to do so with the Commissioner between October 1 and October 31 (both inclusive), next preceding the first season it proposes to operate in such territory. Such notice shall be termed a "draft" of territory and shall include a precise description of the territory the Major League or Major League Club intends to include in its territorial definition.

(d) COMPENSATION AND BOARD OF ARBITRATION.

The parties shall reach agreement as to what constitutes just and reasonable compensation within ninety (90) days after the filing of the "draft" notice required by this Article Nine. If no

such agreement can be reached, the drafting Major League or Major League Club, or the Winter League or Winter League Club whose territory is being drafted, shall notify the Commissioner of its desire and request that the aggregate amount of the just and reasonable compensation required to be paid to the Winter League and Winter League Club be determined by a Board of Arbitration. Upon receipt of such notice the Commissioner shall forthwith appoint a Board of seven persons. The Board shall consist of one representative of the Winter League involved, one representative of the Winter League Club involved, one representative of the Major League involved, one representative of the Major League Club involved, the Caribbean Commissioner, the Commissioner, and a seventh party to be agreed upon by the aforementioned six within thirty (30) days of receipt by the Commissioner of the request for appointment of a Board of Arbitration, or if they cannot agree on a seventh member then the Commissioner shall appoint a seventh member within sixty (60) days of receipt by the Commissioner of the request for appointment of a Board of Arbitration. The seventh member, whether agreed upon by the other six members or appointed by the Commissioner, shall be an appraiser. Such appraiser shall be an impartial individual of suitable experience who shall consider all relevant factors in arriving at a determination including, but not limited to, the population of the particular territory, the location, the earnings, the classification, expenditures for capital improvements and other assets, other recent transactions involving similar franchises, the scope of the territory drafted and the ability of the Winter League Club to continue Winter League operations, if permitted to do so by the drafting Major League Club.

(e) BOARD PROCEDURES.

The Commissioner shall designate a time and place for a meeting of such Board, which meeting shall be held within thirty (30) days of the completion of the appointment of such Board. The hearing of evidence and argument by the Board must be concluded within ninety (90) days after the Board's first meeting and the Board's decision must be issued within sixty (60) days after the hearing is concluded. There shall be no enlargement of the time limits for Board action. The Commissioner and the Caribbean Commissioner may by agreement regulate the manner in which hearings are conducted under this Article Nine. Such regulation may include limitations on: the number of expert witnesses or the subject matter on which experts may testify; the length of the parties' hearing presentations; the conduct of pre-hearing discovery and motion practice; the use of the Board's subpoena power; and the length, number and timing of briefs and memoranda. If the Commissioner and the Caribbean Commissioner cannot agree on such regulations, then the appraiser, who is the seventh member of the Board, may set forth such regulations. The arbitration shall be conducted in the English language, with official translations as appropriate.

(f) BOARD DECISION.

The Board of Arbitration, after investigation and hearings, shall determine the total amount of just and reasonable compensation to be paid in a single lump sum payment which represents the aggregate amount of the just and reasonable compensation for the Winter League, and the just and reasonable compensation for the Winter League Club. The Board shall record its determination in a written award signed by a majority of the members of the Board. The actual allocation of such award between the Winter League Club and the Winter League shall be made in accordance with such procedures as may be established by the Winter League.

(g) NOTIFICATION OF AWARD.

The Board shall notify the interested parties of such award within ten (10) days after reaching its conclusions. The findings of the Board shall be final and, unless the award is complied with by the Major League or the Major League Club within thirty (30) days after the receipt of such notification, the territory shall remain Winter League territory.

(h) CESSATION OF WINTER LEAGUE TERRITORY.

Upon compliance with the findings of the Board, including payment of compensation awarded, the Winter League territory that is included in a Major League shall no longer be considered Winter League territory and shall have the territorial protection provided in the Major League Rules.

(i) UNOCCUPIED TERRITORY.

In the event that a Major League or Major League Club proposes to occupy an unprotected territory within the country in which a Winter League is being operated under the protection of this agreement, the League or Club shall so inform the Winter League prior to making any commitments to implement such occupancy.

(j) CONSIDERATION OF ALLEGED ECONOMIC DAMAGES.

If a Major League Club has not relocated to a location that includes a Winter League Club's operating territory yet plays 25% or more of its Major League championship season home games within such Winter League Club's operating territory, such Winter League Club may petition the Commissioner in writing to consider a claim of economic harm the Winter League Club alleges to be caused by the Major League Club playing such home games in Winter League territory. Any such petition shall be filed within ninety (90) days of the conclusion of the Major League championship season in which such Major League Club has played the minimum number of games in such operating territory and shall include a specific, detailed description of the economic harm alleged, along with substantial evidence supporting such alleged economic harm. The Commissioner shall consider such petition in good faith and shall discuss with the petitioning Winter League Club what action, if any, is appropriate to address any well-supported claim in such petition. This section (j) shall have no application to games that are not Major League championship season games.

(k) MINOR LEAGUE TERRITORIES.

Minor League territorial rights and expansions, contractions, relocations and reclassifications are currently governed by Major League Rules 52 and 53, the Professional Baseball Agreement and the National Association Agreement. The position of the Commissioner is that all member leagues of the National Association of Professional Baseball Leagues are required to adhere to the Major League Rules.

ARTICLE TEN

MAJOR LEAGUE RULES AND WINTER LEAGUE REGULATIONS

(a) INCORPORATION OF MAJOR LEAGUE RULE 18(a).

The provisions of Major League Rule 18(a) are hereby adopted and incorporated as a part of this Winter League Agreement; provided that in the event of conflict between the provisions of such Rule and the provisions of this Winter League Agreement, this Winter League Agreement shall be controlling. No other provisions of the Major League Rules are hereby adopted or incorporated as part of this Winter League Agreement. With respect to the Major League Rules, the Caribbean Confederation is not and shall not be considered to be a Minor League Association, each Winter League is not and shall be not considered to be a Minor League, and each Winter League Club is not and shall not be considered to be a Minor League Club.

(b) REGULATION BY COMMISSIONER.

The Commissioner, shall have the right to issue such regulations as may be necessary to effectuate the purposes of this Winter League Agreement, and copies of such regulations shall be forwarded to the presidents of the Winter Leagues for consideration and approval. If no objection is filed within twenty (20) days of the date thereof with the Commissioner, the same shall become effective. If objections are made, the same shall be considered and the final version of the regulations shall then be issued and become effective upon issuance.

ARTICLE ELEVEN

CLAIMS AND APPEALS

(a) AUTHORITY OF COMMISSIONER.

The Commissioner shall have full and final authority to enforce all the provisions of this Winter League Agreement and to take such disciplinary action as may be deemed necessary and proper to maintain the honesty and integrity of the game of Baseball, its players, umpires and officials.

(b) ARBITRATION AND APPEAL PROCEDURE.

In the event of a claim and/or dispute between a Major League Player, Minor League Player, umpire or a Major League Club, on the one hand, and a Winter League Club or Winter League, on the other hand, the following procedure shall be the sole and exclusive means for resolution of such claim and/or dispute, and any final decision rendered in accordance with this Article Eleven shall not be challenged in any forum:

(1) The claimant must submit the claim in writing, along with any supporting argument or evidence, to the Commissioner within thirty (30) days of the maturity of the claim. The claimant must also provide to the adverse party a copy of all materials submitted to the Commissioner at the same time such materials are submitted to the Commissioner.

(2) The Commissioner shall give the adverse party an opportunity to submit an opposition in writing, along with any supporting argument or evidence, a copy of which shall be provided by the adverse party to the claimant at the same time such materials are submitted to the Commissioner. The adverse party shall have five (5) business days from its receipt of the claimant's materials in which to submit its opposition.

(3) The Commissioner shall issue a decision and notify the parties thereof within five (5) days of the final submission by a party. The Commissioner shall have the unilateral discretion to extend this period upon notice to the parties.

(4) The decision of the Commissioner may be appealed to the Commissioner, as arbitrator. Any such appeal must be in writing, with a copy to the adverse party, and must be taken within five (5) business days of the date of the Commissioner's original decision. The Commissioner shall give the adverse party an opportunity to submit a written opposition, including any supporting evidence, to the appeal.

(5) The Commissioner shall issue a decision and notify the parties thereof within five (5) business days of the final submission by a party.

(6) The claim of any party shall be barred if the party fails to adhere to the deadlines for submitting a claim or further appeal, as set forth in this section.

(7) For purposes herein, a claim or dispute shall be deemed mature as of the date when the facts giving rise to the claim or dispute are first known or reasonably should be known to the aggrieved party.

(8) No party to a claim or appeal shall have a right to a hearing. In a particular claim or appeal, the Commissioner may, in its sole discretion, hold a telephonic hearing but is under no obligation to do so. In the event that such a telephonic hearing is held, the Commissioner may establish procedures appropriate to the particular claim or appeal.

ARTICLE TWELVE

TERM; AMENDMENTS; MISCELLANEOUS

(a) TERM.

This agreement shall be effective immediately upon being executed by the parties hereto and shall terminate on July 31, 2018 provided, however, that the Commissioner instead may terminate this Agreement on June 1, 2017 if, as of that date, there is no collective bargaining agreement agreed upon among the Major League Clubs and the Major League Baseball Players Association. The parties may extend this agreement on the same terms pursuant to two mutual one-year options, each of which must be exercised in writing and signed by both parties in order to be binding and effective.

(b) AMENDMENTS.

All amendments to this agreement shall be made in writing and shall be signed by the parties hereto before they become binding and effective.

(c) ADDITIONAL PARTIES.

No party shall be added as a party to this Winter League Agreement unless each of the parties agrees in writing to the addition of such party.

In the event that a league is, or becomes, a provisional member of the Caribbean Confederation, such league may request the participation of Major League Players, whether Native Players or Import Players, by notifying the Commissioner. If any such league satisfies the Commissioner each year that such league and its clubs will provide adequately for the health and safety of Major League Players, both on and off the playing field, then the Commissioner may permit a Major League Club, in its discretion, to allow its Major League Players to participate in such league for the upcoming season only. Such league, however, shall not receive any other benefit pursuant to this Winter League Agreement until such time as such league is added as a party to this Winter League Agreement. Notwithstanding the foregoing, no Major League Players, whether Native Players or Import Players, will be permitted to play for any Winter League or Winter League Club that plays some or all of its games in Cuba, or against a Club or Clubs based in Cuba, without prior written approval from the Commissioner, which approval shall be provided or withheld in the Commissioner's sole discretion.

(d) TRANSLATION AND INTERPRETATION.

This Winter League Agreement shall be translated into the Spanish language by a qualified translator. The English and Spanish versions of this Winter League Agreement shall have equal status as official versions of this Winter League Agreement.

(e) GOVERNING LAW.

The validity, construction and enforceability of this agreement shall be governed by the internal laws of the state of New York, without giving effect to conflict of laws principles thereof.

(f) WAIVER OF RECOURSE TO COURTS.

The parties to this Winter League Agreement, and the Major League and Winter League Clubs, recognize that it is in the best interests of Baseball that all actions taken by the Commissioner under the authority of this Winter League Agreement be accepted and complied with by the parties to this Winter League Agreement and the Major League and Winter League Clubs, and that the parties to this Winter League Agreement and the Major League and Winter League Clubs not otherwise engage in any form of litigation between or among themselves, but resolve their differences pursuant to the provisions of this Winter League Agreement. In furtherance thereof, the parties to this agreement and the Major League and Winter League Clubs (on their own behalf and including, without limitation, on behalf of their owners, officers, directors, and employees) severally agree to be finally and unappealably bound by actions of the Commissioner and all other actions or decisions taken or reached pursuant to the provisions of this Winter League Agreement and severally waive such right of recourse to the courts as would otherwise have existed in their favor. In the event of noncompliance by any party to this Winter League Agreement or any Major League or Winter League Club (including, without limitation, their owners, officers, directors and employees) with any action of the Commissioner, with any action or decision taken or reached pursuant to the provisions of this Winter League Agreement, or with the terms or intent of Articles Eleven and Twelve of this Winter League Agreement, and in addition to any other remedy that may be available to the Commissioner, the Commissioner may direct that the costs, including attorneys' fees, to the Office of the Commissioner or any other Baseball entity, whether as plaintiff or defendant, of any court proceeding or other form of litigation resulting therefrom be reimbursed to the Office of the Commissioner or such other Baseball entity by such non-complying party or Major League or Winter League Club (on its own behalf and including, without limitation, on behalf of its owners, officers, directors and employees).

To the extent that the waiver of recourse to courts contained in this section is not enforceable, then the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, sitting in New York County, shall be the sole venues for any dispute under any tort or contract theory arising directly or indirectly from the relationship created by this agreement. The parties to this Winter League Agreement and the Major League and Winter League Clubs (including, without limitation, their owners, officers, directors and employees) consent to the jurisdiction and venue of the courts named in this paragraph and waive any argument that venue in any such forum is not convenient. In the event any party to this Winter League Agreement or Major League or Winter League Club (including, without limitation, their owners, officers, directors and employees) commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this agreement, the Commissioner or any other party to such action at its option shall be entitled to have the action transferred to one of the jurisdictions and venues

described in this paragraph, or if such transfer cannot be accomplished under applicable law, to have such action dismissed without prejudice.

(g) AUTHORITY.

Each person signing this Winter League Agreement represents that he or she has the legal authority to bind the party for whom the person is signing. Each League signing this Winter League Agreement represents that each Club in such League shall adhere to and is bound by this Winter League Agreement.

(h) COUNTERPART SIGNATURES.

This Winter League Agreement may be signed in counterparts, each of which together shall constitute one original document.

IN WITNESS WHEREOF, we have signed this Winter League Agreement on the dates and places below stated.

LIGA DOMINICANA DE BASEBALL
PROFESIONAL

By: 
Name: Leonardo Matos Berrido
Title: President

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

LIGA MEXICANA DEL PACIFICO

By: 
Name: Omar Canizales Soto
Title: President

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

LIGA DE BÉISBOL PROFESIONAL DE
PUERTO RICO, INC.

By: 

Name: Hector Rivera Cruz

Title: President

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

LIGA VENEZOLANA DE BASEBALL
PROFESSIONAL

By: 

Name: Oscar Prieto Parraga

Title: President

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

THE CONFEDERATION OF CARIBBEAN
PROFESSIONAL BASEBALL LEAGUES

By: 

Name: Juan Fco. Puello Herrera

Title: Commissioner

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

THE COMMISSIONER OF BASEBALL

By: 

Name: Kim Ng

Title: Vice President,
International Baseball Operations

Signed in New York, New York, U.S.A.
this 4th day of August, 2014.

Attachment A

WINTER LEAGUE FACILITY STANDARDS AND COMPLIANCE INSPECTION PROCEDURES

Standards

Each Winter League Club must maintain a facility that complies with these Winter League Facility Standards. There are two classifications of standards, **recommendations** and **requirements**. Recommendations are standards that it is suggested that all facilities comply with in order to promote a more fan-friendly facility. **All facilities must comply with the standards identified as requirements.** All standards in Sections 1 through 7, 9 and 10 are recommendations. Some of the standards in Sections 8 and 11 through 13 are also recommendations. All requirements are contained in Sections 8 and 11 through 13. These standards apply to both new and existing facilities.

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SECTION 1.0 SEATING

1.1 SEATING CAPACITY

Seating capacities should be established to be appropriate for the size of the Winter League Club's market. A minimum seating capacity of 2,500 is recommended. Berm seating shall not be considered as part of the recommended minimum seating count.

SECTION 2.0 PUBLIC COMFORT STATIONS

2.1 COMFORT STATION DISTRIBUTION

It is recommended that each facility provide sufficient public permanent, not portable, toilet facilities and that such facilities be distributed in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility.

2.2 [INTENTIONALLY LEFT BLANK]

2.3 [INTENTIONALLY LEFT BLANK]

2.4 DRINKING FOUNTAINS

It is recommended that each facility provide drinking fountains and that such fountains be distributed in accordance with the distribution of the seating locations and existing system to allow minimal walking distances from all parts of the facility.

2.5 PUBLIC TELEPHONES

It is recommended that each facility provide public telephones.

SECTION 3.0 CONCESSION AND VENDING

The following standards for concessions and vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this Winter League Agreement.

3.1 CONCESSION AREAS

It is recommended that each facility provide 5 linear feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. It is recommended that each facility provide a variety of items, food and drinks, and that the concession areas be distributed to minimize patron walking distances.

3.2 [INTENTIONALLY LEFT BLANK]

3.3 [INTENTIONALLY LEFT BLANK]

3.4 NOVELTY STANDS

It is recommended that each facility provide novelty stand(s) that act as a sales point for retail sales. It is recommended that such novelty stand(s) present products in a professional manner commensurate with a retail sales area.

SECTION 4.0 [INTENTIONALLY LEFT BLANK]

SECTION 5.0 TICKET WINDOWS AND ENTRY TURNSTILES

5.1 TICKET WINDOWS

It is recommended that each facility provide one ticket window for each 1500 seats of total capacity.

5.2 TURNSTILES/ENTRY POSITIONS

It is recommended that each facility provide one turnstile or equivalent entry position (minimum of 30 inches wide) for each 1500 seats of total capacity.

SECTION 6.0 SECURITY AND FIRST AID

6.1 SECURITY COMMAND POST

It is recommended that each facility provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

6.2 FIRST AID STATION

It is recommended that each facility provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

SECTION 7.0 PARKING AND FACILITY ACCESS

7.1 PARKING SPACES

It is recommended each facility provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. It is recommended that such parking spaces be on-site or within a 10 minute (1/2 mile) walking distance of the stadium.

7.2 ACCESS AND CONTROL

It is recommended that each facility coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

SECTION 8.0 SOUND SYSTEM AND SCOREBOARD

8.1 SOUND SYSTEM

It is recommended that each facility provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

8.2 SCOREBOARD

Each facility shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score
Ball-Strike-Out
Player at Bat

8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50 feet of the center line of the playing field.

8.4 CLOCK

It is recommended that each facility provide a time of day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

SECTION 9.0 MEDIA FACILITIES

9.1 PRESS PARKING AND ACCESS

It is recommended that each facility provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

It is recommended that each facility provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 square feet of floor space in addition to the floor space required for the scoreboard equipment.

9.3 RADIO BROADCAST BOOTHS

It is recommended that each facility provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. It is recommended that each booth provide counters, chairs, power, lighting and a telephone

9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that each facility provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

9.5 PRINT MEDIA AREA

It is recommended that each facility provide a separate area with a minimum counter space of 15 feet for members of the print media, with a direct view of the entire field. Counter, chairs, power, lighting and telephone jacks should be provided.

9.6 MEDIA TOILET FACILITIES

It is recommended that each facility provide media restroom facilities separate from public restrooms, located with direct access to the press box

9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

SECTION 10.0 ADMINISTRATION AREA

10.1 [INTENTIONALLY LEFT BLANK]

10.2 [INTENTIONALLY LEFT BLANK]

10.3 TEAM ADMINISTRATION AREA

If the tenant club has a permanent administration area away from the facility, it is recommended that an on-site game-day team administration area be provided. If the club's permanent administration area is at the facility, it is recommended that the area provide 250-300 square feet per full-time person for club operations, with adjacent toilet facilities.

SECTION 11.0 TEAM FACILITIES

The following shall be minimum requirements that must be achieved as soon as practicable, but in any event no later than September 1, 2015. All player-related areas, including, without limitation, locker rooms, dugouts, the field, bullpens and access points to and from the field and bullpens, shall be free of both slip- and trip-hazards.

11.1 HOME CLUBHOUSE/DRESSING AREA

Each facility's home clubhouse shall be available to the home club on an exclusive use basis a minimum of six hours before and three hours after each scheduled game or workout conducted by the club at the facility. Each facility shall provide at least five more lockers than the club's active player limit. The minimum size of each locker shall be 24 inches wide by 72 inches high (36 inches wide by 72 inches high is recommended). A lockable storage compartment is recommended for each locker.

Minimum floorspace requirements for the team dressing area (excluding training, lavatory and shower/drying areas) shall be 800 square feet (1,000 square feet is recommended).

11.2 SHOWER AND TOILET FACILITIES

Each facility shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

shower heads: 10 (12 recommended)
water closets: 2
urinals: 4
lavatories: 4 (6 recommended)

11.3 TRAINING ROOM

Each facility shall provide a separate training room for the home club of not less than 175 square feet (300 square feet is recommended) divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for at least 2 treatment tables, 1 whirlpool and a hydroculator. It is recommended that the following be provided: space for a second whirlpool, scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. It is recommended that the training room contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area

for the trainer and team physician. It is also recommended that a storage box for valuables be installed in the training room.

11.4 TEAM LAUNDRY FACILITY

It is recommended that each facility provide commercial quality or heavy duty residential laundry facilities (washers and dryers) for the home club to provide daily washing capability. This room may be combined with the Team Equipment Room.

11.5 TEAM EQUIPMENT ROOM

It is recommended that each facility provide adequate lockable equipment storage space (minimum of 300 square feet is recommended) contiguous with the clubhouse.

11.6 COACHES LOCKERS

Each facility shall provide a minimum of 4 coaches' lockers per club (6 are recommended) in addition to the players' lockers. These lockers shall be at least 24 inches wide by 72 inches high. These lockers shall be in a separate room from the players' lockers with a minimum of 175 square feet. It is recommended that the per capita area for each locker be a minimum of 800 square feet divided by a number equal to the number of active players plus five.

11.7 FIELD MANAGER'S OFFICE

Each facility shall provide a field manager's office with direct access to the home clubhouse. It is recommended that such office include a separate toilet, shower and dressing area, along with a minimum space of 100 square feet for a desk and meeting space.

11.8 VISITORS CLUBHOUSE/DRESSING AREA

Each facility's visitors clubhouse shall be available to the visiting club on an exclusive use basis a minimum of six hours before and three hours after each scheduled game or workout conducted by the club at the facility. The number of lockers provided shall be at least three more than the club's active player limit. Minimum floor space requirements for the team dressing area (excluding training, lavatory and shower/drying areas) shall be 500 square feet (750 square feet is recommended)

11.9 VISITORS SHOWER AND TOILET FACILITIES

Each facility shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

shower heads: 10 (12 recommended)
water closets: 2
urinals: 4
lavatories: 4 (6 recommended)

11.10 VISITORS TRAINING ROOM

Each facility shall provide a separate training room (minimum of 150 square feet) with one training table and space for one whirlpool. This area may be integrated into the players' dressing area, provided that the dressing area is at least 650 square feet.

11.11 VISITING FIELD MANAGER'S OFFICE

It is recommended that each facility provide a separate office for the visiting field manager, with a separate toilet, shower and dressing area, along with a minimum space of 90 square feet for a desk and meeting space.

11.12 [INTENTIONALLY LEFT BLANK]

11.13 UMPIRE FACILITIES

Each facility shall provide a private dressing, shower and toilet facility for umpires with a minimum of 4 lockers. It is recommended that each locker be a minimum of 36 inches wide by 72 inches high.

11.14 FIELD/DUGOUT ACCESS

It is recommended that each facility provide a direct access route to the dugout/playing field. It is recommended that similar access be provided for the umpires.

11.15 PLAYER PARKING

It is recommended that each facility designate a parking area with clubhouse access for players and other uniformed team personnel.

11.16 HITTING/PITCHING TUNNELS

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

SECTION 12.0 PLAYING FIELD

12.1 FIELD DIMENSIONS

All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

12.2 PLAYING SURFACE

Each facility shall provide a field surface (natural or synthetic) without major defects, safety hazards or "trip-hazards" that could affect the normal play of the game or safety of the players. Fences, walls or other intrusions adjacent to the field of play shall be padded. Warning track material shall be continuous and identify all zones within 15 feet of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6 inches. The maximum allowable grade from second base to the outfield warning track shall be 20 inches.

12.4 FIELD WALL

The permanent outfield wall or fence shall be a minimum of 6 feet high and shall be padded in a manner acceptable to the Commissioner.

12.5 BULLPENS

Each facility must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. It is recommended that bullpens not be located in foul territory. It is recommended that each bullpen mound be visible from the dugouts or the steps of both dugouts and from the press box. Each bullpen shall have two regulation pitching mounds and two home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, the side slopes of each mound shall not be steeper than 1:12 so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

12.6 DUGOUTS

Each facility must provide two enclosed dugouts (home and visitor). Each dugout must include a bench with a minimum length of 50 feet to accommodate 25 to 30 uniformed personnel. A bench with seatback is recommended. It is recommended that each dugout have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways, such as wood, matting or artificial turf, but not roughened concrete.

12.7 FIELD EQUIPMENT

Each facility shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

12.7.1 BATTING CAGE

Each facility shall provide a full cover batting cage. Each batting cages shall have minimum dimensions of 20 feet wide, 14 feet deep and 9 feet high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. It is recommended that a gate large enough to allow the batting cage to be freely taken to and from the playing field be provided. Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity

12.7.2 FIELD SCREENS

Each facility shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. Screens shall have the following minimum dimensions:

Pitching Screen: 7 feet high x 8 feet wide with a 4 foot x 4 foot notch in upper corner.

Double play screen: 7 feet high x 14 feet wide with hinged wings.

First base and shag protector screens: 8 feet high x 8 feet wide.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

12.7.3 BATTER'S EYE

Each facility shall provide a solid monochromatic batter's eye painted in flat black, flat dark green or flat navy blue, centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. The minimum dimensions of the batter's eye shall be 30 feet high and 60 feet wide in all facilities opened or under construction before the conclusion of the 1997 championship season, and shall be 40 feet high and 80 feet wide for all other facilities. If the grade of the outfield is lower than the grade of home plate, then the height of the top of the batter's eye shall be adjusted, if necessary, to account for the lower grade of the outfield.

No facility shall have advertising signs located on the batter's eye, below the batter's eye or above the batter's eye, provided, however, that signs may be located above the batter's eye if no part of the sign is lower than a height of 40 feet.

No advertising signs directly adjacent to the batter's eye shall have a white background or white lettering incorporated into the design of the sign.

12.7.4 FOUL POLES

Each facility shall provide two foul poles of a bright color which are a minimum of 30 feet high (45 feet high is recommended) with a screen to the fair side of the pole. No white signs shall be allowed immediately adjacent to each side of the foul pole.

12.7.5 FLAG POLE

It is recommended that each facility provide a flag pole for the national flag of the nation in which the facility is located in clear view of the entire seating bowl.

12.8 FIELD LIGHTING

All lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

60 footcandles average in the infield and 40 footcandles average in the outfield.

All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

12.9 BATTING CAGE GATE

It is recommended that each facility provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

12.10 BACKSTOP

Each facility shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

12.11 PLAYING FIELD TARPS

It is recommended that each facility provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps. It is recommended that the tarps be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field.

SECTION 13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

13.1 FACILITY MAINTENANCE AND CLEANLINESS

The clubhouses and all public areas are required to be clean, freshly painted and completely free of trash and rubbish. Each facility shall follow a maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the players and public.

13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional groundskeeping practices and shall utilize proper maintenance equipment. Nail-drag, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field. Each Winter League Club shall develop a year-round maintenance plan for the field. Such maintenance plan shall be subject to review by an inspector who conducts a facility inspection pursuant to the Winter League Agreement.

13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers. Clay for the pitching mound and batter's boxes should have a consistency of 60% clay, 30% sand and 10% silt. Mounds and home-plate areas should be covered when not in use and should be repaired as necessary before each game.

13.2.2 FIELD MAINTENANCE MATERIALS

Each facility shall have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used to stabilize areas affected by excessive moisture. Neither sand nor any agricultural products should be used as a drying agent.

13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

13.2.4 IRRIGATION SYSTEM

It is recommended that each new facility provide a full field irrigation system as well as water lines 1 ½ inches or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1 inch or larger be distributed around the playing field in order to water the field if the irrigation

system should become inoperable. It is recommended that a full-field irrigation system be provided at each existing facility.

13.2.5 FIELD DRAINAGE SYSTEM

It is recommended that each facility provide an underfield drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.

Attachment B

WINTER LEAGUE FACILITY RECOMMENDED SECURITY PROCEDURES

Ballparks should have civil security personnel of approximately 70 people, in addition to the police (30-40 people), to carry out the following responsibilities.

Areas of restricted access shall include: playing fields, dugouts, clubhouses, umpires' room, manager's office, batting cages, weight rooms, shower rooms, trainers' and doctors' room and other non-public spaces immediately adjacent to the clubhouse, front office and players' parking lots and players' family room.

Only the following groups shall be granted access to restricted areas listed above: players, managers, general managers, assistant general managers, coaches, athletic trainers, Club physicians, representatives from players associations, Commissioner's Office officials, Caribbean Commissioner's Office officials, Winter League officials, authenticators and essential Club personnel.

The following items are prohibited and may not be brought onto the ballpark premises:

- Backpack, briefcases, large purses and coolers
- Firearms, knives or weapons of any kind
- Glass or plastic bottles and cans
- Laser pens

Bags exceeding the maximum size of 16 by 16 by 8 inches will not be allowed into the ballpark. All bags must be thoroughly inspected before they are permitted into the ballpark. Box templates shall be used at inspection points and bags and their contents must fit without assistance. Hard-sided coolers will not be permitted. Day-of-game staff shall be trained to handle situations where weapons or other contraband are discovered.

Everyone, including children, will be searched before entering the ballpark.

Aside from ticket holders, no one without the appropriate credentials will be allowed in the ballpark.

Uniformed police security should be provided to guarantee the safety, of the public, players, players' families, front office, umpires and Club owners.

Security escorts should be provided for umpires' access on and off the field.

Day-of-game staff must maintain the ticket integrity on all levels of the facility to prohibit fan build-up or congestion on the ramps or in the cross-aisles, to ensure fan safety and security.

Each Club shall have a dedicated paramedic crew available at the stadium. The paramedic crew may be used for non-player-related emergencies in the ballpark, but the

Club should arrange for another paramedic crew to be available in the event that a paramedic crew is engaged in a non-player-related matter.

The home Club must have an electric cart that is dedicated to on-field injuries. A Club is not required to have an electric cart if it has an ambulance that is dedicated to on-field injuries and such ambulance has access to the playing field.

The home Club must have a Club physician (medical or surgical) present for every game. The Club physician should arrive at the ballpark approximately 60 minutes before the start of a game and remain after the game until the physician has confirmed with the home and visiting Clubs' head athletic trainers that the Clubs have no further need for the physician's services.

Emergency exit signs must be posted clearly along with the evacuation route throughout the ballpark.

All beer and alcohol sales should be discontinued no later than immediately following the last out of the 7th inning. All vending in the seating areas should be stopped at the last out of the 6th inning. Clubs that wish to end beer sales prior to the above-mentioned times are encouraged to do so. Cup sizes should not exceed 20 ounces. A ballpark shall enforce a two-beer maximum per customer who presents valid identification. Every guest who appears to be 30 years old or younger should be requested to present a valid driver's license or other form of government identification. Management and day-of-game employees and concessionaires must be consistent in enforcing the facility's alcohol policies.

To ensure spectator compliance with the facility's alcohol management policies and procedures, signage should be posted in the ballpark and concession stands. Additionally, a Club should use the ballpark public address system, scoreboard and printed programs to educate spectators about alcohol management policies and procedures.