

88 PLAN PLAYBOOK

SUMMARY PLAN DESCRIPTION



mygoalline.com
the game plan for your future



88 Plan

200 St. Paul Street, Suite 2420
Baltimore, MD 21202
(800) 638-3186

August 2013

Dear NFL Player:

This booklet summarizes the 88 Plan in everyday language. The 88 Plan provides benefits to eligible former National Football League ("NFL") Players who have "dementia," "amyotrophic lateral sclerosis" ("ALS"), or "Parkinson's disease," or who are receiving neurocognitive disability benefits under the NFL Player Supplemental Disability & Neurocognitive Benefit Plan. The 88 Plan was created, and is maintained and funded in accordance with collective bargaining agreements between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("NFL Management Council").

This booklet describes the main features of the 88 Plan as of August 2013. Certain important terms are defined in the Appendix and are italicized throughout this booklet.

This booklet and more information about the 88 Plan are on the 88 Plan's website. Go to mygoalline.com and click on "88 Plan."

Please read this booklet carefully and show it to your family. It is important that your family be aware of the benefits of the 88 Plan. Please keep this booklet in your permanent records.

This booklet is not a substitute for the official 88 Plan document and, in the event of a conflict, the official 88 Plan document will be followed. If you would like to review the official 88 Plan document, please contact the Plan Office at the above address or by calling the toll-free number at (800) 638-3186. The staff will answer any questions you may have about your eligibility or your benefits.

Sincerely,

The 88 Board

88 Plan

Table of Contents

Introduction	1
How Did the 2011 CBA Enhance the 88 Plan?	1
Who Is a Participant in the 88 Plan?	2
How Do You Vest Due to <i>Credited Seasons</i>?	2
How Do You Vest Due to Total and Permanent Disability?	2
How Do You Become an <i>88 Eligible Player</i>?	2
How Does the 88 Plan Define <i>Dementia</i>?	3
How Does the 88 Plan Define <i>ALS</i>?	5
How Does the 88 Plan Define <i>Parkinson's Disease</i>?	5
What Costs Does the 88 Plan Cover for <i>88 Eligible Players</i>?	6
What Limits Apply?	6
How Do You Become an <i>NC Eligible Player</i>?	7
What Costs Does the 88 Plan Cover if You Are Receiving Neurocognitive Disability Benefits?	7
How Do You Obtain Benefits?	8
Is There a Limit on When Claims Must Be Submitted?	9
Can 88 Plan Benefits Be Paid Directly to an Appropriate Provider?	9
Can Family Members and Others Help in the Process?	9
Does the 88 Plan Provide Services Directly?	9
Are Your 88 Plan Benefits Subject to an Offset?	9
What Happens to 88 Plan Benefits When You Die?	10
How Are 88 Plan Benefits Taxed?	11
What About Medicare and Medicaid?	11
Is the 88 Plan Subject to the Health Care Reform Laws?	12
What Else Do You Need to Know About Your 88 Plan?	12
Administration and Type of Plan	12
Plan Administrator and Trustee	13
Agent for Service of Legal Process	13
88 Committee	13
Custodian Bank	13
Union	14
Representative of the Employers	14
Employer Identification Number (EIN) Assigned to the 88 Board	14
Plan Number	14
Plan Year	14
Plan Amendment or Termination	14
Contributions	14
Plan Assets	15
Assignment of Benefits	15
Change of Address	15
How to Apply for Benefits	15
Receipt of Documents	15
Designating a Representative	15
Missing Payees	16
Incapacity	16
Failure to Exhaust Administrative Remedies	16
Benefit Claim and Review Procedures Generally	16
Benefit Claim and Review Procedures- <i>88 Eligible Players</i>	17
Benefit Claim and Review Procedures- Reimbursement for <i>88 Eligible Players</i> and <i>NC Eligible Players</i>	19
Limitation on Actions	22
Your ERISA Rights	23
No PBGC Insurance	25
Disclaimer	25
HIPAA Notice of Privacy Practices	25
Appendix	29
Definitions	29

Introduction

The NFLPA and the NFL Management Council established the 88 Plan to provide benefits to certain *Players* with *Dementia*, as defined by the 88 Plan. The 88 Plan was established in recognition of former Baltimore Colts player and Pro Football Hall of Fame member John Mackey, whose uniform number was 88.

As of October 2010, the 88 Plan was enhanced to provide benefits to certain *Players* with *Amyotrophic Lateral Sclerosis* ("ALS"), also known as Lou Gehrig's disease. As of September 2011, the 88 Plan was enhanced to provide benefits to certain *Players* with *Parkinson's Disease*. As of April 1, 2012, 88 Plan benefits were extended to *Players* who receive neurocognitive disability benefits under the NFL Player Supplemental Disability & Neurocognitive Benefit Plan ("Disability Plan").

Participants who are determined to be *88 Eligible Players* or *NC Eligible Players* are entitled to receive 88 Plan benefits. For *88 Eligible Players*, these benefits are the reimbursement or payment of medical and custodial expenses related to their *Dementia*, *ALS*, or *Parkinson's Disease*. For *NC Eligible Players*, these benefits are the reimbursement or payment of medical expenses related to their neurocognitive impairment.

This booklet describes the main features of the 88 Plan.

How Did the 2011 CBA Enhance the 88 Plan?

The 2011 CBA includes the following:

- Effective July 1, 2011, increased the annual maximum benefit for institutional custodial care from \$88,000 to \$100,000;
- Effective July 1, 2011, increased the annual maximum benefit for home custodial care from \$50,000 to \$88,000;
- Effective September 1, 2011, expanded coverage to *Parkinson's Disease*;
- Effective April 1, 2016, the annual maximum benefit for home custodial care will increase to \$118,000; and
- Effective April 1, 2016, the annual maximum benefit for institutional custodial care will increase to \$130,000.

The 2011 CBA also creates, effective April 1, 2012, a new benefit that reimburses or pays medical expenses related to the neurocognitive impairment of eligible *Players*.

Who Is a Participant in the 88 Plan?

All *Vested Players* are participants in the 88 Plan. You are a *Vested Player* if you are

- (1) vested under the *Retirement Plan* due to your *Credited Seasons*, or
- (2) vested under the *Retirement Plan* because you have received total and permanent disability benefits under the *Retirement Plan*.

How Do You Vest Due to *Credited Seasons*?

You are a *Vested Player* based on *Credited Seasons* if:

- You earn three or more *Credited Seasons*, including at least one *Credited Season* after the 1992 season; or
- You earn four or more *Credited Seasons*.

All determinations regarding *Credited Seasons* are made by the Board of the *Retirement Plan*.

How Do You Vest Due to Total and Permanent Disability?

You are a *Vested Player* if you have ever received total and permanent disability benefits from the *Retirement Plan*. The Summary Plan Description of the *Retirement Plan* describes the eligibility and other rules for total and permanent disability benefits. You may request that Summary Plan Description from the Plan Office by calling (800) 638-3186.

How Do You Become an *88 Eligible Player*?

You are an *88 Eligible Player* entitled to receive 88 Plan benefits if the 88 Committee or the 88 Board determines that:

- (1) you are a *Vested Player*; and
- (2) your condition meets the 88 Plan's definition of *Dementia*, *ALS*, or *Parkinson's Disease*.

You must apply in writing to the 88 Plan for a determination of whether you are an *88 Eligible Player*. Application forms are available from the Plan Office at (800) 638-3186 or at mygoalline.com.

The 88 Plan may ask you to attend one or more medical examinations to help determine whether you have *Dementia*, *ALS*, or *Parkinson's Disease*. You must attend such examinations to qualify for the benefit. The 88 Plan will pay the cost of these examinations.

How Does the 88 Plan Define *Dementia*?

In general, the 88 Plan uses the medical definition of *Dementia* in the *Diagnostic and Statistical Manual of Mental Disorders* (4th Ed., Text Revision) ("DSM"), except that *Dementia* caused exclusively or primarily by substance abuse is not covered. The full medical definition of *Dementia* is lengthy. You may obtain, free of charge, an excerpt from the DSM containing the full definition by contacting the Plan Office at (800) 638-3186. The following paragraphs paraphrase the DSM language.

*

*

*

In general, dementia is a disorder characterized by the development of multiple cognitive deficits (including memory impairment) that are due to the direct physiological effects of one or more general medical conditions.

The essential feature of a dementia is the development of multiple cognitive deficits that include memory impairment and at least one of the following cognitive disturbances: aphasia, apraxia, agnosia, or a disturbance in executive functioning. The cognitive deficits must be sufficiently severe to cause impairment in occupation or social functioning and must represent a decline from a previously higher level of functioning.

Memory impairment is required to make the diagnosis of a dementia and is a prominent early symptom. Individuals with dementia become impaired in their ability to learn new material, or they forget previously learned material. Most individuals with dementia have both forms of memory impairment, although it is sometimes difficult to demonstrate the loss of previously learned material early in the course of the disorder. They may lose valuables like wallets and keys, forget food cooking on the stove, and become lost in unfamiliar neighborhoods. In advanced stages of dementia, memory

impairment is so severe that the person forgets his or her occupation, schooling, birthday, family members, and sometimes even name.

Deterioration of language function (aphasia) may be manifested by difficulty producing the names of individuals and objects. The speech of individuals with aphasia may become vague or empty. Comprehension of spoken and written language and repetition of language may also be compromised.

Apraxia involves impaired ability to execute motor activities despite intact motor abilities, sensory function, and comprehension of the required task. Apraxia may contribute to deficits in cooking, dressing, and drawing; individuals with apraxia may be impaired in their ability to do such tasks as comb their hair or wave goodbye.

Agnosia involves a failure to recognize or identify objects despite intact sensory function. For example, the individual may have normal vision but lose the ability to recognize objects such as chairs or pencils. Eventually they may be unable to recognize family members or their own reflection in the mirror. Similarly, they may have normal tactile sensation, but be unable to identify objects placed in their hands by touch alone (e.g., a coin or keys).

Disturbances in executive functioning are a common manifestation of dementia. Executive functioning involves the ability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior. Impairment in abstract thinking may be manifested by the individual having difficulty coping with novel tasks and avoiding situations that require the processing of new and complex information.

The memory impairment and aphasia, apraxia, agnosia, or disturbance in executive functioning must be severe enough to cause significant impairment in social or occupational functioning (e.g., going to school, working, shopping, dressing, bathing, handling finances, and other activities of daily living) and must represent a decline from a previous level of functioning.

* * *

Excerpts from the DSM are reprinted with permission from the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, Text Revision, (Copyright 2000), American Psychiatric Association.

Dementia may be caused by one or more general medical conditions. The following forms of *Dementia* described in the DSM qualify under the 88 Plan: *Dementia of the Alzheimer's Type*, *Vascular Dementia*, *Dementia due to HIV Disease*, *Dementia due to Head Trauma*, *Dementia due to Parkinson's Disease*, *Dementia due to Huntington's Disease*, *Dementia due to Pick's Disease*, *Dementia due to Creutzfeldt-Jakob Disease*, *Dementia due to Other General Medical Conditions*, *Dementia due to Multiple Etiologies where substance abuse is not the primary cause*, and *Dementia Not Otherwise Specified*.

How Does the 88 Plan Define *ALS*?

ALS is *Amyotrophic Lateral Sclerosis*, or Lou Gehrig's disease, which is an adult-onset neuromuscular disease characterized by progressive muscle wasting, weakness, and spasticity resulting from the degeneration of cortical and spinal motor neurons.

Some physicians are specially trained to make a diagnosis of *ALS*.

How Does the 88 Plan Define *Parkinson's Disease*?

Parkinson's Disease is a progressive neurodegenerative condition resulting from deficiency of the dopamine-containing cells of a section of the brain called the substantia nigra.

A diagnosis of *Parkinson's Disease* is primarily a clinical one based on history and examination. People with *Parkinson's Disease* usually have symptoms such as slowness of movement, rigidity, and rest tremor.

What Costs Does the 88 Plan Cover for 88 Eligible Players?

If you are determined to be an *88 Eligible Player*, the 88 Plan will reimburse or pay the following costs for medical care that are related to your *Dementia, ALS, or Parkinson's Disease* up to the limits described below:

- Institutional care
- Home custodial care provided by an unrelated third party
- Physician services
- Durable medical equipment
- Prescription medication

An expense is for medical care if and only if it is for medical care as defined in Internal Revenue Code section 213(d). To be related to your *Dementia, ALS, or Parkinson's Disease* the costs must be appropriate for the treatment or alleviation of *Dementia, ALS, or Parkinson's Disease*. The 88 Plan does not reimburse or pay for any benefit that is paid by an unrelated entity, such as an employer, an insurance company, or a government agency.

The 88 Board may establish minimum standards for providers, such as required certifications for in-home or institutional custodial care.

Benefits are payable for the duration of your *Dementia, ALS, or Parkinson's Disease*. If the 88 Committee or the 88 Board should determine that you no longer have *Dementia, ALS, or Parkinson's Disease* your benefits will cease.

What Limits Apply?

The maximum benefit in any *Plan Year* is \$100,000 (\$130,000 beginning April 1, 2016), and that applies to an *88 Eligible Player* who is institutionalized for that entire *Plan Year*. The maximum benefit in any *Plan Year* for an *88 Eligible Player* who has not been institutionalized for any part of that *Plan Year* is \$88,000 (\$118,000 beginning April 1, 2016).

If you receive institutional care for only part of a *Plan Year*, the \$100,000 and \$88,000 limits will be prorated, so that one-twelfth (1/12) of the \$100,000 limit applies for each month in which you are admitted for any part of that month as an in-patient to an institution, and one-twelfth (1/12) of \$88,000 applies to other months. For example, if you are admitted as an in-patient to an institution for four and a half months and receive home care for the remainder of the *Plan Year*, your maximum benefit for that *Plan Year* is 5/12 of \$100,000 plus 7/12 of \$88,000, or \$93,000. The *Plan Year* runs from April 1 to the following March 31.

If you are an *88 Eligible Player* for only part of a *Plan Year*, the above calculation will be based on the number of months that you are an *88 Eligible Player*. If you are an *88 Eligible Player* for only part of a month, the full limit for that month will apply.

How Do You Become an *NC Eligible Player*?

On the date that you receive an award of neurocognitive disability benefits under the Disability Plan, you will be deemed to have automatically applied for, and will be determined to be, an *NC Eligible Player* under the 88 Plan. The 88 Plan does not independently determine whether you are eligible for neurocognitive disability benefits. The determinations by the Disability Plan as to your neurocognitive impairments, if any, are final and binding on the 88 Plan. Therefore, to obtain medical benefits under the 88 Plan based on a neurocognitive disability, you first must properly apply for and obtain an award of neurocognitive disability benefits under the Disability Plan. You will have to comply with the application requirements under the Disability Plan, including required medical examinations. If you become ineligible for neurocognitive disability benefits under the Disability Plan, you will no longer be eligible for benefits under the 88 Plan.

What Costs Does the 88 Plan Cover if You Are Receiving Neurocognitive Disability Benefits?

The 88 Plan will reimburse or pay the costs for medical care that are

related to your neurocognitive impairment up to \$10,000 per *Plan Year*.

An expense is for medical care if and only if it is for medical care as defined in Internal Revenue Code section 213(d). To be related to your neurocognitive impairment, the costs must be appropriate for the treatment or alleviation of the condition that causes your neurocognitive impairment. The 88 Plan does not reimburse or pay for any benefit that is paid by an unrelated entity, such as an employer, an insurance company, or a government agency. The 88 Plan will in all cases be the secondary payor to all other forms of insurance or reimbursement arrangements that the *Player* may be eligible for including, but not limited to, the Gene Upshaw NFL Player Health Reimbursement Account Plan.

The 88 Board may establish minimum standards for providers.

Benefits are payable for services rendered while you are an *NC Eligible Player*. When you cease to be an *NC Eligible Player*, your eligibility for benefits will cease.

How Do You Obtain Benefits?

The 88 Plan has appointed a *Benefits Administrator* to collect, process, and pay your claims for benefits. Once you are determined to be an *88 Eligible Player* or an *NC Eligible Player*, you will receive a package of blank claim forms. You will use these forms to submit invoices for the costs described above to the *Benefits Administrator* by fax at 1-646-878-0787 or by mail to the following address:

88 PLAN
C/O CIGNA HEALTHCARE
53 GLENMAURA NATIONAL BLVD
MOOSIC PA 18507

Please call the Plan Office at (800) 638-3186 if you need claim forms or have any questions.

Is There a Limit on When Claims Must Be Submitted?

Yes. You or your personal representative must file claims for reimbursement within 12 months of the later of the date medical care was rendered or the date the bill for covered expenses was received.

Can 88 Plan Benefits Be Paid Directly to an Appropriate Provider?

Yes. You may request such payment on the claim forms you will receive, and you may call the Plan Office at (800) 638-3186 if you have any questions.

Can Family Members and Others Help in the Process?

The 88 Plan recognizes that *Players* who are eligible for benefits under the 88 Plan may not be able to file for benefits or seek reimbursement on their own. The representative of the *Player* may file claims for benefits, seek reimbursement, and otherwise take actions under the 88 Plan on behalf of a *Player*. However, the 88 Plan will not pay family members for their services.

Does the 88 Plan Provide Services Directly?

No. You or your representative, not the 88 Plan, are responsible for selecting the care and services you receive, and the providers for those services. The 88 Plan cannot be responsible for your care.

Are Your 88 Plan Benefits Subject to an Offset?

Yes, in some cases. If you are an *88 Eligible Player*, your maximum 88 Plan benefit will be reduced by the amount of any total and permanent disability benefits paid by the *Retirement Plan* and the Disability Plan. However, this offset does not apply to:

- *Players* who are receiving Inactive B total and permanent disability benefits as described in Section 5.3(d) of the *Retirement Plan*;

- *Players who have ALS;*
- *Players who, prior to August 1, 2012, were both (1) determined to be an 88 Eligible Player under this 88 Plan and (2) receiving benefits in the Active Football, Active Nonfootball, or Inactive A categories described in Article 5 of the Retirement Plan; and*
- *NC Eligible Players.*

If you do not qualify for one of the exceptions above and you were receiving Active Football, Active Nonfootball, or Inactive A total and permanent disability benefits under *Retirement Plan* Sections 5.3(a), 5.3(b), or 5.3(c) at age 55 and your benefits converted to retirement benefits under Section 5.5 of the *Retirement Plan*, your monthly 88 Plan benefit instead will be reduced by the difference between (1) the monthly benefit you would receive from the *Retirement Plan* and Disability Plan combined, if you elected a Life Only Pension beginning at age 55, and (2) the monthly benefit you would have received from the *Retirement Plan* in a Life Only Pension at age 55 based solely on your *Credited Seasons*, as if you were not disabled.

Therefore, if you do not qualify for one of the exceptions above and you receive Active Football, Active Nonfootball, or Inactive A total and permanent disability benefits under *Retirement Plan* Sections 5.3(a), 5.3(b), or 5.3(c) and have not converted to retirement benefits under *Retirement Plan* Section 5.5, the offset eliminates any 88 Plan benefits you may otherwise receive.

Also, if you are an *88 Eligible Player* or *NC Eligible Player*, your maximum 88 Plan benefit will be reduced by the amount of benefits paid to you by the Long Term Care Insurance Plan.

What Happens to 88 Plan Benefits When You Die?

If you are an *88 Eligible Player when you die*, the 88 Plan will pay for expenses incurred before you die but that are not billed or submitted for payment until after your death. Also, the 88 Plan will pay up to \$10,000 in reasonable burial expenses directly associated with your death to any person who provides proper documentation.

If you are an *NC Eligible Player* when you die, the 88 Plan will pay for expenses incurred before you die but that are not billed or submitted for payment until after your death.

How Are 88 Plan Benefits Taxed?

The 88 Plan cannot provide tax advice, and you should consult your personal tax advisor. However, the following general statements may be helpful.

In general, you are not taxed on the cost of medical benefits provided to you through a licensed health care practitioner, such as costs for office visits, hospitalization, prescription drugs, and prescribed medical equipment. Similarly, you are generally not taxed on the cost of custodial care, such as medical care provided in an institution or at home.

Unless directed otherwise by the Internal Revenue Service or you, the 88 Plan will assume for withholding and reporting purposes that your benefits for custodial care and burial expenses are not taxable income to you.

Again, please consult with your personal tax representative to determine whether, based on your individual facts and circumstances, your 88 Plan benefits are taxable.

What About Medicare and Medicaid?

The Medicare and Medicaid rules are complex. The 88 Plan is not in a position to provide advice about the possible interaction between the 88 Plan and Medicare or Medicaid.

Medicare Part D

Medicare's prescription drug coverage is known as Medicare Part D. Medicare Part D prescription drug benefits became available to Medicare beneficiaries on January 1, 2006. Enrollment is voluntary. However, if you are eligible for Medicare and choose not to join a Medicare Part D plan during your initial enrollment period, you may be subject to a penalty if you later decide to enroll.

There is an exception to this penalty. There will be no penalty for delayed enrollment if you did not enroll because you had some type of "creditable coverage." Creditable coverage is coverage provided by a private insurer that is considered to be at least "as good as" the Medicare Part D standard benefit. However, the 88 Plan has determined that the prescription drug coverage offered by the plan is **NOT** creditable coverage. This means that coverage under the 88 Plan does not entitle you to delay enrollment in Medicare Part D; you **WILL** have to pay a penalty if you do not enroll in a Medicare Part D plan on time.

You can keep your current coverage under the 88 Plan even if you are covered under a Medicare Part D plan. Most likely, you will get more help with your drug costs if you join a Medicare drug plan than if you only rely on the 88 Plan for your drug costs. You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7.

For more information about Medicare prescription drug coverage call 1-800-MEDICARE (1-800-633-4227).

Is the 88 Plan Subject to the Health Care Reform Laws?

The 88 Plan is deemed a "retiree-only plan," and therefore is not subject to certain health care reform requirements of the Patient Protection and Affordable Care Act.

What Else Do You Need to Know About Your 88 Plan?

Administration and Type of Plan

The 88 Plan is a multiemployer welfare benefit plan that provides benefits to certain Vested Players. The 88 Plan is administered by the 88 Board, which is a joint Board of Trustees. The 88 Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFL Management Council. The Commissioner of the NFL is a nonvoting member and the chairman.

The following individuals are currently on the 88 Board:

Chairman

Roger Goodell

Management Members

Dick Cass
Katie Blackburn
Ted Phillips

Player Members

Jeff Van Note
Robert Smith
Sam McCullum

The 88 Board has absolute discretion and authority to interpret the 88 Plan, review claims for benefits, and decide how the 88 Plan applies in different situations. Any matter on which the 88 Board is deadlocked may be referred to an arbitrator. You can address correspondence to individual 88 Board members, c/o the 88 Plan at the address listed below. The day-to-day administration of the 88 Plan, on behalf of the 88 Board, occurs at the address of the Plan Administrator below:

Plan Administrator and Trustee

88 BOARD
88 PLAN
200 SAINT PAUL ST STE 2420
BALTIMORE MD 21202

Agent for Service of Legal Process

The agent for service of legal process is the 88 Board, the joint Board of Trustees for the 88 Plan. Service of legal process also may be made on each individual member of the 88 Board.

88 Committee

One member of the 88 Committee is appointed by the NFL Management Council and the other member is appointed by the NFLPA. The 88 Committee has the authority and discretion to determine whether a *Player* is an *88 Eligible Player* or an *NC Eligible Player*.

Custodian Bank

The assets of the 88 Plan are held in an account by:

BNY MELLON
ONE MELLON CENTER
19TH FLOOR
PITTSBURGH PA 15258

Union
THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION
1133 20TH ST NW
WASHINGTON DC 20036

Representative of the Employers
NFL MANAGEMENT COUNCIL
345 PARK AVE
NEW YORK NY 10154

Employer Identification Number (EIN) Assigned to the 88 Board
#11-3805565

Plan Number
501

Plan Year
Records for the 88 Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

Plan Amendment or Termination
The 88 Plan is maintained under Collective Bargaining Agreements between the NFLPA and the NFL Management Council. While there is a Collective Bargaining Agreement in effect, the NFLPA and the NFL Management Council, when acting jointly, may amend or terminate the 88 Plan. If there is no Collective Bargaining Agreement in effect, the 88 Board may amend the 88 Plan at any time, and may terminate the 88 Plan if no Collective Bargaining Agreement is in effect for more than one year.

Contributions
Contributions to the 88 Plan are made at least quarterly to a trust fund by the member clubs of the NFL in amounts sufficient to pay estimated 88 Plan benefits and expenses. You do not make contributions in support of the 88 Plan.

88 Plan

Plan Assets

The 88 Plan's assets are held in trust with the 88 Board serving as the Trustee. The Trust is intended to constitute a voluntary employees' beneficiary association, or "VEBA," within the meaning of section 501(c)(9) of the Internal Revenue Code. Assets will be used to pay benefits to *Players* or to pay the costs of administering the 88 Plan.

Assignment of Benefits

In general, you cannot transfer, assign or pledge your benefits under the 88 Plan.

Change of Address

Be sure to keep the Plan Office informed of your current address. You can update your address on mygoalline.com. A change of address card is also included in this booklet.

How to Apply for Benefits

Please call or write the Plan Office to request an application form:

88 PLAN
200 SAINT PAUL ST STE 2420
BALTIMORE MD 21202
ATTN: 88 BOARD
800-638-3186

Receipt of Documents

All correspondence, including forms, elections, and other documents that must be submitted or filed with the 88 Plan, are deemed received only if and when actually received by the 88 Plan, and not when mailed or otherwise sent.

Designating a Representative

For all types of claims and administrative review of claim denials, you can designate a representative to act on your behalf by submitting a written authorization to the Plan Office. You may not designate a representative who is a convicted felon. If you designate a representative to act on your behalf, unless you limit the scope of the representation in writing (or the representation is otherwise terminated), the decisions and other notices regarding your claim and/or administrative review of a claim denial will be sent to your representative, and your representative will be allowed to review and obtain copies of your 88 Plan records and other relevant information.

Missing Payees

If a benefit is payable to a *Player* who cannot be found by the Plan Office, the entire benefit of, and amount payable to, that *Player* will be forfeited at the end of that *Plan Year*. If the *Player* subsequently provides accurate contact information to the Plan Office, the amount forfeited will be reinstated, and all amounts then due will be paid to such *Player*.

Incapacity

If you are incapacitated so as to be unable to manage your financial affairs, the 88 Board may, in its sole discretion, direct that your benefits be paid to your legal representative, relative or other individual for your benefit or otherwise direct that benefit payments be made on your behalf. In addition, the 88 Board may, in its sole discretion, establish a trust to hold your benefits on your behalf and appoint a trustee for that trust. The 88 Plan will pay reasonable expenses of the trust and its trustee. More information regarding such trusts is available from the Plan Office.

Failure to Exhaust Administrative Remedies

If your claim for an eligibility determination or for benefits is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by the 88 Board of the denial under the 88 Plan's review procedures described below, you will have failed to exhaust your administrative remedies. If you fail to exhaust your administrative remedies and later file a legal action in court on your denied benefit claim, the court may dismiss your claim.

Benefit Claim and Review Procedures Generally

To become an *88 Eligible Player*, you must file a written application with the 88 Plan.

To become an *NC Eligible Player*, you do not file a written application with the 88 Plan. On the date that you receive an award of neurocognitive disability benefits under the Disability Plan, you will be deemed to have automatically applied for, and will be determined to be, an *NC Eligible Player* under the 88 Plan. Your rights to benefits under the 88 Plan depend on your right to neurocognitive disability benefits under the Disability Plan, and determinations of the Disability Plan as to your neurocognitive impairments, if any, are final and binding on the 88 Plan. This means that, in seeking benefits from the 88 Plan, you first must apply for neurocognitive disability benefits under

the Disability Plan by following the claim procedures set forth in the Disability Plan. If you disagree with the Disability Plan's determinations regarding your claim, the Disability Plan's administrative review procedures regarding denials and partial denials also apply.

If you are an *88 Eligible Player* or an *NC Eligible Player* and seek reimbursement or payment for an expense, you must submit a claim form to the *Benefits Administrator*.

The 88 Plan provides two sets of claims procedures and timing rules, one for filing claims to become an *88 Eligible Player* and another for filing claims for reimbursement, and for requesting administrative review (also called administrative appeals) of denied, or partially denied, claims to the 88 Board. Each set of procedures and rules is described below in this booklet.

Benefit Claim and Review Procedures- 88 Eligible Players

This section describes the 88 Plan's procedures for (1) initial claims to become an *88 Eligible Player* and (2) administrative review (also called administrative appeals) of denials of such claims for eligibility.

To become an *88 Eligible Player*, you or your personal representative must file an application in accordance with the reasonable claims filing procedures established by the 88 Board and you must take such actions as the 88 Committee or the 88 Board may require. The 88 Committee or the 88 Board will notify you when additional information is required. The time periods described below for decisions of the 88 Committee and the 88 Board may be extended with your consent.

In making initial eligibility determinations, the 88 Committee has absolute discretion and authority to interpret the 88 Plan and to make factual determinations. The 88 Committee ordinarily will reach a decision on a claim for eligibility within 30 days after it is received, although in some cases the decision may be delayed for up to two additional 30-day extension periods. You will be notified in writing if the decision time is extended beyond the initial 30-day period or beyond the first 30-day extension period for matters beyond the control of the 88 Plan. If the extensions are necessary because the 88 Committee needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which the 88 Committee is waiting for you to provide the additional information do not count for purposes of computing the 30-day extension periods.

If your claim for eligibility is denied, you will receive a written notice of decision, which will set forth:

- (1) the specific reason(s) for the denial,
- (2) the specific 88 Plan provision(s) on which the denial is based,
- (3) a description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary,
- (4) an explanation of the 88 Plan's appeal procedures for seeking review of denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the 88 Plan's appeal procedures,
- (5) any internal 88 Plan rule, guideline, protocol, or other similar criterion relied upon in making the determination (or state that such information is available free of charge upon request), and
- (6) if the denial was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

If the 88 Committee fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the 88 Board.

If you receive a notice of decision that is adverse to you on your claim for eligibility that you want reviewed under the 88 Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the 88 Board at the Plan Office within 180 days of receiving the notice of decision on your claim. You can also request administrative review of a deemed denial of your claim.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for eligibility, and you also can submit issues and comments in writing to the 88 Board. In making its decision on review, the 88 Board will take into account all available information, regardless of whether it was available or presented to the 88 Committee, and will afford no deference to the determination made by the 88 Committee.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be an individual who was consulted during the initial decision or his subordinate, if applicable. Upon request, the 88 Board will identify the medical experts whose advice was obtained on behalf of the 88 Plan in connection with the denial, without regard to whether the advice was relied upon in making the benefit decision.

The 88 Board ordinarily will make a decision on your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third 88 Board meeting following receipt of your request for review. The 88 Board will notify you in writing of its decision on review. If the decision on review is adverse to you, the written notice will include:

- (1) the specific reason(s) for the decision,
- (2) references to the provision(s) of the 88 Plan on which the adverse decision was based,
- (3) a statement of your right, upon request and free of charge, to have access to, and copies of all documents, records, and other information relevant to your claim,
- (4) a statement of your right to bring a civil action under ERISA following an adverse decision on review,
- (5) any internal rule, guidelines, or protocol relied on in making the decision (or state that such information will be provided free of charge upon request), and
- (6) if the decision was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the decision, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

Benefit Claim and Review Procedures- Reimbursement for 88 Eligible Players and NC Eligible Players

This section describes the 88 Plan's procedures for (1) initial claims for reimbursement and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for reimbursement.

If you are an *88 Eligible Player* or an *NC Eligible Player*, you or your personal representative must file an application for reimbursement or payment of expenses related to *Dementia, ALS, Parkinson's Disease*, or neurocognitive impairment in accordance with the reasonable claims filing procedures established by the 88 Board and take such actions as the *Benefits Administrator* or the 88 Board may require. You or your personal representative must file claims for reimbursement within 12 months of the later of the date medical care was rendered or the date the bill for covered expenses was received. The *Benefits Administrator* or the 88 Board will notify you when additional information is required. The time periods described below for decisions of the *Benefits Administrator* and the 88 Board may be extended with your consent.

In making initial reimbursement determinations, the *Benefits Administrator* has absolute discretion and authority to interpret the 88 Plan and to make factual determinations. The *Benefits Administrator* ordinarily will reach a decision on a claim for reimbursement within 30 days after it is received, although in some cases the decision may be delayed for one additional 15-day extension period. You will be notified in writing if the decision time is extended beyond the initial 30-day period or beyond the 15-day extension period for matters beyond the control of the 88 Plan. If the extension is necessary because the *Benefits Administrator* needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which the *Benefits Administrator* is waiting for you to provide the additional information do not count for purposes of computing the 15-day extension period.

If your claim for reimbursement is denied, in whole or in part, you will receive a written notice of decision, which will set forth:

- (1) the specific reason(s) for the denial,
- (2) the specific 88 Plan provision(s) on which the denial is based,
- (3) a description of additional information necessary to perfect your claim and an explanation of why such additional information is necessary,
- (4) an explanation of the 88 Plan's appeal procedures for seeking review of denied or partially denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the 88 Plan's appeal procedures.

88 Plan

- (5) any internal 88 Plan rule, guideline, protocol, or other similar criterion relied upon in making the determination (or state that such information is available free of charge upon request), and
- (6) if the denial was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

If the *Benefits Administrator* fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the 88 Board.

If you receive a notice of decision that is adverse to you in whole or in part on your claim for reimbursement that you want reviewed under the 88 Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the 88 Board at the Plan Office within 180 days of receiving the notice of decision on your claim. You can also request administrative review of a deemed denial of your claim.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for reimbursement, and you also can submit issues and comments in writing to the 88 Board. In making its decision on review, the 88 Board will take into account all available information, regardless of whether it was available or presented to the *Benefits Administrator*, and will afford no deference to the determination made by the *Benefits Administrator*.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be an individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the 88 Board will identify the medical experts whose advice was obtained on behalf of the 88 Plan in connection with the denial, without regard to whether the advice was relied upon in making the benefit decision.

The 88 Board ordinarily will make a decision on your request for review at its next meeting, or at its second meeting following receipt of your

request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third 88 Board meeting following receipt of your request for review. The 88 Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will include:

- (1) the specific reason(s) for the decision,
- (2) references to the provision(s) of the 88 Plan on which the adverse decision was based,
- (3) a statement of your right, upon request and free of charge, to have access to, and copies of all documents, records, and other information relevant to your claim,
- (4) a statement of your right to bring a civil action under ERISA following an adverse decision on review,
- (5) any internal rule, guidelines, or protocol relied on in making the decision (or state that such information will be provided free of charge upon request), and
- (6) if the decision was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the decision, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

Limitation on Actions

You may not commence a legal action in a court on a benefit claim denial or partial denial more than 42 months from the date of the final decision on your claim. With respect to all other types of claims, you may not commence a legal action in a court after the earlier of –

- six years after the date of any omission, violation, or breach of any responsibility, duty, or obligation imposed by the 88 Plan or applicable laws, or
- three years after the earliest date that you had actual or constructive knowledge of any such omission, violation, or breach; however, depending on the facts, certain exceptions may apply.

If you do file a legal action after these limitation periods have expired, the court may dismiss your claim.

Your ERISA Rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

ERISA Provides that All 88 Plan Participants Are Entitled to:**Receive Information About Your Plan Benefits:**

- Examine without charge at the Plan Office all official 88 Plan documents, including the 2006 amendments to the Collective Bargaining Agreement ("CBA"), and any extensions thereto, a copy of the latest annual report (Form 5500 Series) filed by the 88 Board with the U.S. Department of Labor (and available at the Public Disclosure Room of the Employee Benefits Security Administration), and a copy of the updated Summary Plan Description. You can get copies of these 88 Plan documents if you ask in writing. The Plan Office may charge you a reasonable fee for copies of these documents, except for the Summary Plan Description.
- Receive a summary of the 88 Plan's annual financial report. The 88 Board is required by law to give you a copy of this Summary Annual Report every *Plan Year*.
- Obtain by written request to the Plan Office a complete list of employers and employee organizations sponsoring the 88 Plan. The list also is available for examination at the Plan Office. In addition, you may obtain by written request to the Plan Office information as to whether a particular employer or employee organization is an 88 Plan sponsor and, if so, the sponsor's address.

Prudent Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 88 Plan. The 88 Board members and certain others with responsibility for managing or operating the 88 Plan, called "fiduciaries" of the 88 Plan, have a duty to do their jobs prudently and in your interest and in the interest of all the other 88 Plan participants and beneficiaries. No one – neither your employer, your union, nor any other person – may terminate your employment or in any way discriminate against you to prevent you from obtaining an 88 Plan benefit or exercising your rights under ERISA.

Enforce Your Rights:

If your claim for an 88 Plan benefit from the 88 Plan is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the 88 Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights.

For instance, if you ask for copies of the above materials from the Plan Office and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the 88 Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the 88 Board, payable to you, unless you did not get the materials because of some reason beyond the control of the 88 Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the 88 Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court. If the 88 Plan fiduciaries misuse the 88 Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these court costs and legal fees. If you lose, the court may order you to pay these court costs and legal fees if, for example, it finds your claim is frivolous.

Assistance with Your Questions:

If you have any questions about your 88 Plan, you should contact the 88 Board by writing or calling the Plan Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You also can obtain certain publications

about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

No PBGC Insurance

Benefits under the 88 Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance protection is not available to welfare benefit plans such as this 88 Plan.

Disclaimer

This summary is intended to describe in general terms the essential features of your 88 Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual 88 Plan and Trust will govern.

HIPAA Notice of Privacy Practices

Effective August 2013



The 88 Plan may use or disclose your health information for the purposes of routine treatment, payment, or health care operations related to the 88 Plan. The 88 Plan may use or disclose your health information in order to pay your claims for benefits. The 88 Plan may use your information to make eligibility determinations and for billing and claims management purposes, including auditing, fraud, and abuse detection. In addition, the 88 Plan may disclose your health information to the 88 Board or the 88 Plan's business associates so they can perform administrative functions on behalf of the 88 Plan.

The 88 Plan may use or disclose your health information where required or permitted by law. Federal law, under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), generally permits health plans to use or release health information that includes, but is not limited to, disclosures for the following purposes:

- where required by law;
- where restricted health information is needed to provide emergency treatment;
- where the individual is available and capable of objecting to a notification or disclosure to those involved in the individual's care, and does not object, or if the plan can reasonably infer that the individual does not object;
- where the individual is not available or capable of objecting to a notification or disclosure to those involved in the individual's care, the plan may exercise its professional judgment to determine whether the disclosure is in the individual's best interest, and, if so, disclose only the health information directly relevant to the person's involvement or requested notification;
- for public health activities;
- to report child or domestic abuse;
- for governmental oversight activities;
- for certain government-approved research activities;
- for certain government functions, such as related to military service or national security;
- to the Secretary of the U.S. Department of Health and Human Services when requested;
- pursuant to judicial or administrative proceedings;
- for certain law enforcement purposes;
- for a coroner, medical examiner, or funeral director to obtain information about a deceased individual;
- for organ, eye, or tissue donation purposes;
- to comply with requests from family members and others who were involved in the care or payment for care of a decedent prior to his death, where the health information is relevant to the person's involvement, unless doing so is inconsistent with any prior expressed preference of the decedent known to the plan;
- for notice of a person's location, general condition, or death in accordance with certain requirements of HIPAA;
- to comply with requests for health information pertaining to individuals who have been deceased for over 50 years;
- to avert a serious threat to an individual's or the public's health or safety;
- to comply with Workers' Compensation laws; and
- for issues involving the sale, transfer, merger, or consolidation of the plan.

For any other uses and disclosures of your health information, the 88 Plan will obtain your written authorization. For example, most uses and disclosures of psychotherapy notes, uses and disclosures of health information for marketing purposes, and disclosures that constitute a sale of protected health information require your authorization. You may revoke such an authorization in writing at any time, provided the 88 Plan has not yet taken action in reliance on your authorization.

You have several rights with respect to your health information, which are described below.

- You have the right to request restrictions on how your information may be used or disclosed. The 88 Plan is not required to agree to your requested restrictions; however, you have the right to restrict disclosures to the 88 Plan of health information if such disclosure is for payment or health care operations and pertains to a health care item or service that you (or your representative) have paid out of pocket in full. The health care provider and 88 Plan are required to abide by this restriction.
- You have the right to designate another person or entity to receive your health information.
- You have the right to receive health plan information confidentially by alternative means or at an alternative location, such as at a location other than your home, if you state in writing that disclosing the information through normal means could endanger you.
- You have the right to receive notice of breaches of your unsecured health information.
- You have the right to inspect and copy your health information that is maintained by the 88 Plan in a designated record set. The 88 Plan may charge a reasonable, cost-based fee for such copies.
- You have the right to request an amendment to your health information that the 88 Plan maintains in a designated record set. The 88 Plan may deny your request for an amendment if it believes your information is accurate and complete, or if the information was created by a party other than the 88 Plan.
- You have the right to request an accounting of disclosures the 88 Plan has made of your health information for the six years prior to your request, except for disclosures made to you; that

- you have authorized; or disclosures for routine treatment, payment, or health care operations of the 88 Plan.
- You have the right to request a paper copy of this notice, even if you have agreed to receive this notice electronically.
 - You have the right to request an electronic copy of your health information, or may direct that the copy be transmitted directly to the person you designate. This copy will be in the format that you request, if readily producible, if not, it will be in a format mutually agreed upon by you and the 88 Plan.

To exercise any of the above rights, please contact the Plan Office at (800) 638-3186 and notify the staff of your requests.

The 88 Plan is prohibited from using your protected health information that is genetic information for underwriting purposes (e.g., for enrollment purposes).

The 88 Plan is required by law to maintain the privacy of your protected health information, to provide you with a notice of its legal duties and privacy practices with respect to your protected health information, and to notify affected individuals following a breach of unsecured protected health information. The 88 Plan is required to abide by the terms of this notice. The 88 Plan reserves the right to change the terms of its notice and to make the new notice provisions effective for all protected health information that it maintains. If there is a material change to any provisions of this notice, the 88 Plan will distribute a revised privacy notice.

If you have questions or would like more information about the 88 Plan's privacy policies, you may contact the Plan Office at (800) 638-3186. You may also contact the Plan Office to request the most recent version of the 88 Plan's Notice of Privacy Practices.

If you believe your privacy rights have been violated, you may file a complaint with the 88 Plan or the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the 88 Plan, call the Plan Office at (800) 638-3186 for further instructions. You cannot be retaliated against for filing such a complaint.

Appendix

Definitions

Active Player. You are an *Active Player* if (1) you are obligated to perform football-playing services under a contract with an NFL Club, or (2) for purposes of qualifying for total and permanent disability benefits, you are no longer obligated to perform football-playing services under a contract with an NFL Club, but you are within the period beginning when your last contract expired or you were terminated for any reason, and ending on the later of the July 15 following the beginning of the period or the first day of pre-season training camp.

Amyotrophic Lateral Sclerosis or ALS. *Amyotrophic Lateral Sclerosis* or *ALS* means the medical condition amyotrophic lateral sclerosis, also known as Lou Gehrig's disease.

Benefits Administrator. The *Benefits Administrator* is the person or entity appointed by the 88 Board to make the initial determination of the extent to which an expense incurred by an *88 Eligible Player* or an *NC Eligible Player* will be reimbursed.

Credited Season. *Credited Season* under the 88 Plan has the same meaning as that term is defined in Section 1.11 of the *Retirement Plan*. As applied to the 88 Plan, a *Credited Season* is a *Plan Year* in which a *Player*:

- (a) is an *Active Player* (including an injured *Player* who otherwise satisfies the definition of *Active Player*) on the date of three or more *Games*, not including *Game* dates when he was on the Future List;
- (b) is injured after April 1, 1970 in the course and scope of his employment for an NFL Club and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more *Games* or for a number of *Games* which, when added to the number of *Games* in such *Plan Year* for which he otherwise has credit, totals three or more;

- (c) after reporting to at least one official pre-season training camp or official practice session during such *Plan Year*, (1) dies, (2) becomes totally and permanently disabled under Section 5.3(a) or Section 5.3(b) of the *Retirement Plan*, (or the corresponding section of prior *Retirement Plan* documents), or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1 of the *Retirement Plan*;
- (d) is absent from employment by an NFL Club while serving in the Armed Forces of the United States, provided such *Player* returns as an *Active Player*, after first being eligible for discharge from military service, by the later of (1) 90 days or any longer period prescribed by applicable law, or (2) the opening of the official pre-season training camp;
- (e) for payments on or after June 1, 1993, was absent from employment by an NFL Club while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one-year period ending on the date he entered the Armed Forces, such *Player* either played professional football for an NFL Club or signed a contract (or a similar document) stipulating his intent to play professional football for an NFL Club, and (2) such *Player* was alive on the date set forth in the table below for the corresponding period:

For <i>Plan Years</i> :	Such <i>Player</i> Was Alive On:
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

provided that *Credited Seasons* under Section 1.11(e) of the *Retirement Plan* will be granted only if and to the extent necessary for such *Player* to become a *Vested Player*, or

- (f) effective April 1, 2001, has a season with at least eight *Games* on the practice squad in a *Plan Year* (either before or after April 1, 2001) in which he did not otherwise earn a *Credited Season*, provided that he is otherwise vested and earns a *Credited Season* in 2001 or later. A *Player* may earn a maximum of one *Credited Season* under Section 1.11(f) of the *Retirement Plan* regardless of the number of seasons in which he has at least eight *Games* on the practice squad.

You may earn no more than one *Credited Season* during a *Plan Year*. A *Credited Season* is identified by the calendar year in which it begins.

Dementia. *Dementia* means dementia as defined in the *Diagnostic and Statistical Manual of Mental Disorders (4th Ed., Text Revision)*, excluding (1) Substance-Induced Persisting Dementia, and (2) Dementia Due to Multiple Etiologies where Substance-Induced Persisting Dementia is the primary cause.

88 Eligible Player. You are an *88 Eligible Player* if you are a *Vested Player* who has been determined to have *Dementia*, *ALS*, or *Parkinson's Disease*, as described in 88 Plan Section 3.1.

Game. Any regular-season League Game or any post-season League Game except the Pro Bowl.

NC Eligible Player. You are an *NC Eligible Player* if you are a *Vested Player* who has been determined to be eligible for neurocognitive disability benefits under the NFL Player Supplemental Disability & Neurocognitive Benefit Plan.

Parkinson's Disease. *Parkinson's Disease* means the medical condition Parkinson's disease, which is a progressive neurodegenerative condition resulting from deficiency of the dopamine-containing cells of the substantia nigra.

Plan Year. *Plan Year* means a 12-month period from April 1 to March 31. A *Plan Year* is identified by the calendar year in which it begins.

Player. You are a *Player* if you are or were employed under a contract by an NFL Club to play football in the League.

Retirement Plan. The *Retirement Plan* is the Bert Bell/Pete Rozelle NFL Player Retirement Plan, or its predecessors, the Bert Bell NFL Player Retirement Plan and the Pete Rozelle NFL Player Retirement Plan.

Vested Player. You are a *Vested Player* if you are a *Player* who has vested under the *Retirement Plan* due to your *Credited Seasons* or your total and permanent disability.

