

RETIREMENT PLAYBOOK

SUMMARY PLAN DESCRIPTION



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Bert Bell/Pete Rozelle NFL Player Retirement Plan

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April 2013

Dear NFL Player:

This booklet summarizes the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Retirement Plan") in everyday language. The Retirement Plan provides eligible National Football League ("NFL") Players with pension and disability benefits, and offers survivor protection for their wives and family. The Retirement Plan is maintained in accordance with the 2011 Collective Bargaining Agreement ("CBA") 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 Retirement Plan as of November 2012, including how to qualify for benefits, how benefits are calculated, and how benefits are paid. Certain important terms are defined in the Appendix and are italicized throughout this booklet.

This booklet and more information about the Retirement Plan are on the Plan's website. Go to mygoalline.com and click on "Retirement Plan." For more information about recent changes to the Retirement Plan, see the section entitled "What's New in the Retirement Plan?"

Please read this booklet carefully and show it to your family. It is important that they be aware of your pension and disability benefits and the Retirement Plan's survivor protection features. Please keep this booklet in your permanent records.

This booklet is not a substitute for the official Retirement Plan document and, in the event of a conflict, the official Retirement Plan document will be followed. If you would like to review the official Retirement 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 Retirement Board

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Retirement Plan

What Is the Retirement Plan?

The Bert Bell/Pete Rozelle NFL Player Retirement Plan provides eligible Players with pension and disability benefits, and offers survivor protections for their wives and family.

- *Vested Players* can receive monthly retirement benefits for life beginning at age 55 (*Players* with a *Credited Season* before 1993 can receive reduced monthly benefits as early as age 45).
- *Vested Players* who are unable to work may be eligible for monthly total and permanent disability benefits, regardless of the cause of their disability. A partial, "line-of-duty" disability benefit is paid to *Players* who have a "substantial disablement" arising out of NFL football activities.
- Death benefits are paid to eligible widows and surviving children.

The Plan is a defined benefit pension plan subject to federal law. It is administered by the Retirement Board, which maintains the Plan Office in Baltimore, Maryland.

What's New in the Retirement Plan?

The 2011 CBA continued, modified, and enhanced the Retirement Plan:

- The amount of monthly pension you earn (your "Benefit Credit") for each year in the NFL is increased beginning in 2012, and will be increased again in both 2015 and 2018.
- A new "Legacy Credit Pension" is provided for certain *Vested Players* with *Credited Seasons* prior to 1993.
- The prior "Benefit Credit Pension" of certain *Vested Players* with *Credited Seasons* prior to 1993 is increased to be at least \$600 a month (this is the "Legacy Floor").

- The survivor benefits paid to certain widows and other beneficiaries of deceased *Players* with *Credited Seasons* prior to 1993 have generally been increased (this is the “Legacy Survivor Benefit”).
- Total and permanent disability benefits changes include:
 - Two new categories, Inactive A and Inactive B, have replaced the prior Football Degenerative and Inactive categories.
 - Some disability benefits increased in 2011 and will be further increased in 2016.
 - *Players* who received an award of Social Security disability benefits before they reached age 55 and who have elected early retirement benefits can now qualify for total and permanent disability benefits.
 - *Players* who earn up to \$30,000 in income can still receive total and permanent disability benefits.
 - Total and permanent disability benefits paid after a *Player* reaches age 55 will be reduced by the amount of his Life Only Pension at age 55. Such *Player* may elect to begin his retirement benefits at that time, or at a later date.
- Line-of-duty benefit minimum amounts have increased for new applications.

How Do You Become a Retirement Plan Participant?

You automatically participate in the Bert Bell/Pete Rozelle NFL Player Retirement Plan (“Retirement Plan”) if you satisfy the Retirement Plan’s definition of *Player*.

In general, you are a *Player* if you are or were under contract to play football in the NFL (or AFL) and you are or were:

- On a Club's Active, Inactive, Reserve/Physically Unable to Perform, or Reserve/NFI-EL (Nonfootball Injury-Europe League) List, or
- Injured in the course of your NFL employment and paid under your contract for all or part of the season in which you were injured.

The definition of *Player* in the Appendix also has special rules that allow some other former NFL *Players* to participate.

Who Is a Vested Player?

A *Vested Player* is a *Player* who is eligible to receive retirement benefits. You become a *Vested Player* either by earning enough *Credited Seasons* or by satisfying special rules.

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;
- you earn four or more *Credited Seasons*, including at least one *Credited Season* after the 1973 season; or,
- you earn five or more *Credited Seasons*.

If you become vested based on *Credited Seasons*, you are eligible to receive retirement and disability benefits (if you satisfy the other requirements for those benefits), and your survivors may qualify for the widow's and surviving children's benefit upon your death.

Regardless of the number of *Credited Seasons* you have, you also become vested if you qualify for total and permanent disability benefits while an *Active Player*. If your benefits are later terminated, you remain eligible to receive disability benefits later if you again become disabled, and your survivors may qualify for the widow's and surviving children's benefit upon your death.

If you first entered the *League* prior to 2012, you are a *Vested Player* based on special rules if:

- you were an *Employee* after March 31, 1976 and you have at least 10 *Years of Service*;
- you were an *Employee* after the 1988 *Plan Year* and have at least four *Years of Service*, at least one of which occurred after the 1988 *Plan Year* and was a *Year of Service* in which you did not earn a *Credited Season*;
- you were an *Employee* after the 1992 *Plan Year* and have at least three *Years of Service*, at least one of which occurred after the 1992 *Plan Year* and was a *Year of Service* in which you did not earn a *Credited Season*; or
- you earned four *Credited Seasons*, none of which was after the 1973 season, and you were alive on June 1, 1998.

If you first entered the *League* in 2012 or later, you must earn at least five *Years of Service* to become a *Vested Player* based on special rules.

If you become vested based on these special rules, you are eligible to receive retirement benefits based on your *Credited Seasons*, and your surviving spouse may be eligible for the pre-retirement death benefit. You are not eligible to receive disability benefits (even if you otherwise satisfy the requirements for those benefits), and your survivors are not eligible for the widow's and surviving children's benefit.

You are an *Employee* if you work for an NFL Club (or an affiliate of an NFL Club), whether as an *Active Player* or otherwise (for example, as a coach) as long as your employment other than as an *Active Player* immediately precedes or immediately follows, without interruption, your employment as an *Active Player*.

You can learn more about these special rules by looking at the full definitions of *Vested Player*, *Employee*, *Year of Service*, and *Hour of Service* in the Appendix.

How Does Your Time as a *Player* or an *Employee* of a Club Count?

Your time is counted in *Credited Seasons* and *Years of Service*.

Credited Seasons

As a *Player*, you earn a *Credited Season* in a *Plan Year* in which any of the following occurs:

- You are employed as an *Active Player* (including an injured *Player* who otherwise satisfies the definition of *Active Player*) on the date of three or more regular-season or post-season NFL *Games* (except the Pro Bowl), not including *Game* dates when you were on the Future List;
- After April 1, 1970, you incur an injury in the course and scope of your employment for a Club, and pursuant to an injury grievance settlement or an injury settlement waiver for that injury, you are paid by an NFL Club the equivalent of your salary for three or more regular season or post-season NFL *Games* (except the Pro Bowl), or for a number of such *Games* which, when added to otherwise credited *Games*, totals three or more;
- You die or incur a disability that subsequently qualifies for line-of-duty disability benefits, Active Football total and permanent disability benefits, or Active Nonfootball total and permanent disability benefits, provided you have reported to at least one official pre-season training camp or official practice session during such *Plan Year*;
- You are absent from employment in the NFL while in the Armed Forces of the United States, and you return as an *Active Player* by the later of 90 days after first becoming eligible for discharge from military service (or a longer period prescribed by law) or the opening of the official pre-season training camp;
- You served in the Armed Forces of the United States during periods specified in the definition of *Credited Season* in the Appendix (generally relating to World War II, the Korean War,

and the Vietnam conflict) and, in the year before you entered the Armed Forces, you either played NFL football or signed a contract or similar document with the intent of playing NFL football, and you were alive on certain dates specified in the definition of *Credited Season*. *Credited Seasons* under this rule are granted only if and to the extent necessary for you to become a *Vested Player*; or

- You were on the practice squad for at least eight *Games* (in a single *Plan Year*), provided you are otherwise vested and you otherwise earn a *Credited Season* for the 2001 season or later. You can earn only one *Credited Season* under this special rule during your career.

Plan Year

The *Plan Year* begins on April 1 and ends the following March 31. A *Plan Year* is identified by the calendar year in which it begins. For example, the 2012 *Plan Year* started on April 1, 2012 and ends on March 31, 2013. You cannot earn more than one *Credited Season* during a *Plan Year*. You can learn more about these rules by looking at the full definitions of *Credited Season* and *Active Player* in the Appendix.

Years of Service

You earn a *Year of Service* if you are an *Employee* during a *Plan Year* and you complete at least 1,000 *Hours of Service* or earn a *Credited Season* during that *Plan Year*. A *Year of Service* includes time as a *Player* and as an *Employee* other than as a *Player*. However, for your *Years of Service* to count, your employment with a Club or an affiliate of a Club other than as a *Player* must immediately precede (for example, on a practice squad) or follow (for example, as a coach) your service as an *Active Player*. A year in which you do not earn a *Credited Season*, but do earn a *Year of Service* counts towards earning a vested right to a retirement benefit.

Example

If you were first employed in 2012 as a *Player* for two *Credited Seasons* and immediately thereafter were hired by a Club as a coach or front-office employee, and you remained so employed for another three years, you would have a vested right to a

pension under the Retirement Plan based on five *Years of Service* even though you had only two *Credited Seasons*. The amount of your pension would be based only on the Benefits Credits for your two *Credited Seasons*.

You can learn more about whether you have earned a *Year of Service* by looking at the full definitions of *Year of Service* and *Hour of Service* in the Appendix.

Can You Lose *Credited Seasons* or *Years of Service*?

No.

What Are Your Retirement Benefits?

There are two retirement benefits under the Retirement Plan: (1) the *Benefit Credit Pension*; and (2) the *Legacy Credit Pension*. All *Vested Players* are entitled to *Benefit Credit Pension* benefits. Only certain *Vested Players*, as described below, are entitled to a *Legacy Credit Pension*. In addition, some *Vested Players* who are entitled to a *Legacy Credit Pension* also will receive an increase to their *Benefit Credit Pension* due to the Legacy Floor.

What Is the *Benefit Credit Pension*?

If you are a *Vested Player*, your *Benefit Credit Pension* at normal retirement age (that is, the pension payable beginning with the first of the month on or after your 55th birthday) is a monthly amount equal to the sum of your Benefit Credits. You earn a Benefit Credit for each of your *Credited Seasons* according to the following table:

<i>Credited Season</i>	Benefit Credit
Before 1982	\$250
1982 through 1992	\$255
1993 through 1994	\$265
1995 through 1996	\$315
1997	\$365
1998 through 2011	\$470
2012 through 2014	\$560
2015 through 2017	\$660
2018 through 2020	\$760

Your *Benefit Credit Pension* is actuarially adjusted depending on the form and your age when you start your pension.

Note: the table above applies to retirement benefits paid on and after September 1, 2011. Benefits for prior periods are based on prior versions of the Retirement Plan. *Credited Seasons* will not be earned for the 2021 or later *Plan Years* unless provided in future *Collective Bargaining Agreements*.

What Is the Legacy Credit Pension?

Effective August 1, 2011, a *Player* who is a *Vested Player* by taking into account only his pre-1993 *Credited Seasons*, and who was alive on August 4, 2011, will receive Legacy Credits. Legacy Credits work like, and are in addition to, Benefit Credits. The monthly *Legacy Credit Pension* equals the sum of an eligible *Player's Legacy Credits*. You earn a Legacy Credit for each of your *Credited Seasons* according to the following table:

Credited Season	Legacy Credit
Before 1975	\$124
1975 through 1992	\$108

Your *Legacy Credit Pension* is actuarially adjusted depending on the form and your age when you start your pension.

What Is the Legacy Floor?

A *Player* who is eligible for a *Legacy Credit Pension* also is eligible for the Legacy Floor. The Legacy Floor may increase the monthly amount of your *Benefit Credit Pension*:

- If you were in pay status on August 4, 2011 and your monthly benefit payment was less than \$600, your *Benefit Credit Pension* will increase to \$600.
- If you were in pay status on August 4, 2011 and you elected a Life Only Pension with Social Security Adjustment, your monthly benefit will increase to \$600 when you reach age 62.

- If you were not in pay status on August 4, 2011, the Legacy Floor will apply as follows:
 - If you are single when you elect your *Benefit Credit Pension* and the sum of your Benefit Credits is less than \$600, your *Benefit Credit Pension* will be \$600 expressed as a Life Only Pension.
 - If you are married when you elect your *Benefit Credit Pension* and the amount of the Qualified Joint and Survivor Annuity payable to you is less than \$600, your monthly *Benefit Credit Pension* will be \$600 expressed as a Qualified Joint and Survivor Annuity.
 - These minimums will be actuarially adjusted if you elect to receive your *Benefit Credit Pension* in a different form.
 - The \$600 minimum is reduced to \$450 if you took an Early Payment Benefit after August 4, 2011.
 - The \$600 minimum will be split in accordance with any Qualified Domestic Relations Order (QDRO).

Is There a Downside to Beginning Your Retirement Benefits As Soon As Possible?

Generally, once you elect to begin receiving retirement benefits, you will no longer be eligible for disability benefits, and your survivors will no longer be eligible for the widow's and surviving children's benefit or the spouse's pre-retirement death benefit. You may, therefore, wish to preserve your right to disability benefits by deferring when your monthly retirement benefits begin.

When Can You Receive Your Benefit Credit Pension and Legacy Credit Pension?

You may elect to receive your *Benefit Credit Pension* as indicated below:

- **Normal Retirement.** If you are a *Vested Player*, you are eligible to begin receiving a *Benefit Credit Pension* at your normal

retirement date. Your normal retirement date is the first day of the month beginning after your 55th birthday or on your 55th birthday if it falls on the first day of the month.

- **Early Retirement.** If you are a *Vested Player* with a *Credited Season* prior to the 1993 *Plan Year*, you may elect an early *Benefit Credit Pension* to begin as of the first day of any month on or after your 45th birthday and before your normal retirement date. Generally, you may not elect to receive an early retirement benefit while you are working for a Club (for example, as a coach). If you elect to receive an early retirement benefit, the amount of your monthly benefit will be actuarially reduced.
- **Deferred Retirement.** If you are a *Vested Player*, you may elect to begin receiving your *Benefit Credit Pension* as of the first day of any month after you reach age 55. Your benefits must begin no later than your 65th birthday if you did not have a *Credited Season* between 1989 and 1992, inclusive. Your benefits must begin no later than April 1 of the calendar year following the calendar year in which you attain age 70½ if you had a *Credited Season* between 1989 and 1992, inclusive. If your benefits begin after your normal retirement date, the amount of your benefits will be actuarially increased.

You may elect to receive your *Legacy Credit Pension* at the same time or after you elect to receive your *Benefit Credit Pension* but no earlier than August 1, 2011. You may not begin to receive your *Legacy Credit Pension* before your *Benefit Credit Pension*. Your *Legacy Credit Pension* will be actuarially reduced if your benefits begin before age 55. Your *Legacy Credit Pension* will be actuarially increased if your benefit begins after the later of age 55 or August 1, 2011.

Unless payment is required by federal law, your *Benefit Credit Pension* or *Legacy Credit Pension* will not begin until you have completed and submitted your application to the Plan Office. Once you elect to receive your *Benefit Credit Pension* or *Legacy Credit Pension* and your initial payment is sent to you, your election may not be revoked or otherwise altered.

Examples

The following chart illustrates who is eligible for a *Benefit Credit Pension* (BCP) and a *Legacy Credit Pension* (LCP), how those pensions are computed, when they may begin, and how the monthly amount depends on the benefit form selected and the age when the pension begins. Assume *Players A, B, C, D, and E* each have a wife three years younger. Then, depending on the *Credited Seasons* assumed in Row 1, the results are in Rows 2 through 11.

	Player A	Player B	Player C	Player D	Player E
1. Credited Seasons	1992 – 2000 (9)	1986 – 1995 (10)	1972 – 1980 (9)	2005 – 2006 (2)	2005 – 2010 (6)
2. Eligible for BCP?	Yes	Yes	Yes	No – not vested	Yes
3. Eligible for LCP?	No – not vested before 1993	Yes	Yes	No	No
4. Earliest age BCP may begin	45	45	45	N/A	55 – no Credited Seasons before 1993
5. Earliest LCP may begin	N/A	Later of when BCP begins or 8/1/11	Later of when BCP begins or 8/1/11	N/A	N/A
6. Monthly BCP at age 45 in form of single life annuity	\$1,442	\$1,189	\$1,017	N/A	N/A
7. Monthly BCP at age 55 in form of single life annuity	\$3,190	\$2,630	\$2,250	N/A	\$2,820
8. Monthly BCP at age 55 in form of joint and 50% survivor	\$2,855	\$2,354	\$2,036	N/A	\$2,524

	Player A	Player B	Player C	Player D	Player E
9. Monthly BCP at age 65 in form of single life annuity	\$8,355	\$6,888	\$5,893	N/A	\$7,386
10. Monthly LCP at age 55 in form of single life annuity (assume 55 on or after 8/1/11)	N/A	\$756	N/A ¹	N/A	N/A
11. Monthly LCP at age 65 in form of single life annuity	N/A	\$1,980	\$1,698 ¹	N/A	N/A

Notes

1. Assumes *Player C* was age 60 on August 1, 2011.

How Will Your Retirement Benefits Be Paid?

Your *Benefit Credit Pension* and *Legacy Credit Pension* will be paid in the form of a Life Only Pension if you are single and a Qualified Joint and Survivor Annuity if you are married, unless you choose an optional form of payment. After you notify the Plan Office that you wish to retire, you will be sent a written summary of the optional forms of payment available to you and an estimate of your monthly payments under each option. You will receive this written summary no more than 180 days before the date as of which your benefits begin. You may elect an optional form of payment by submitting the appropriate forms to the Plan Office at any time during your election period. Your election period starts on the date you receive your written summary and must last at least 30 days, although you may elect a shorter election period. If you are married, you generally may elect an optional form only if your wife consents in writing and her consent is witnessed by a notary public. Spousal consent is not required if you elect a Qualified Joint and Survivor Annuity, a Qualified Optional Joint and Survivor Annuity, or a Life and 100% Contingent Annuitant Pension with your spouse designated as the contingent annuitant.

Generally, you will not receive annuity payments earlier than the first day of the month on or after the Plan Office receives your completed benefit election form.

Described below are various optional forms that may be available to you. You may elect to receive your *Legacy Credit Pension* in a different form than your *Benefit Credit Pension*. Note that some of the optional forms below are not available for *Legacy Credit Pensions*.

- **Life Only Pension.** (Available for both *Benefit Credit Pension* and *Legacy Credit Pension*) You will receive equal monthly payments for your lifetime only. After you die, no additional benefits will be paid, even if you have a surviving wife or children at that time. If you are not married when your retirement benefits begin, your benefits will be paid in this form unless you elect otherwise.
- **Qualified Joint and Survivor Annuity.** (Available for both *Benefit Credit Pension* and *Legacy Credit Pension*) If you are married on the date as of which your retirement benefits begin, your benefits will be paid to you in the form of a Qualified Joint and Survivor Annuity unless you elect one of the optional forms of payment discussed below (and your wife gives her written consent, as discussed above). You will receive a reduced monthly benefit during your lifetime and, if you predecease your wife, your surviving wife will receive 50% of the benefit you were receiving. If your wife predeceases you, your monthly benefit will be increased for the remainder of your life beginning in the month following her death to the amount it would have been if you had elected a Life Only Pension (except that no increase will be paid for any month that begins more than 42 months before the date that you notify the Plan Office of her death), and no benefits will be paid after your death. Your surviving wife is your wife on the date as of which your pension benefits began, even if you are later divorced and remarried (unless otherwise provided in a Qualified Domestic Relations Order). The amount of the reduction is based on the life expectancy of you and your wife.

Example

You have Benefit Credits totaling \$3,190 and a wife five years younger. You elect to have your retirement benefits begin on your 55th birthday in the form of a Qualified Joint and Survivor Annuity. You will receive \$2,836 a month during your lifetime.

If you predecease wife, after your death, your wife (at the time your pension began) will receive 50% of your monthly benefit (\$1,418) each month for as long as she lives. If your wife predeceases you, you must notify the Plan Office of her death. Your benefit then will be increased beginning as of the month following her death to \$3,190 per month during the remainder of your lifetime, and no benefits will be paid after your death.

- **Qualified Optional Joint and Survivor Annuity.** (Available for both *Benefit Credit Pension* and *Legacy Credit Pension*) This form of benefit is similar to the Qualified Joint and Survivor Annuity, except you will receive a reduced monthly benefit and your surviving spouse will receive 75%, rather than 50%, of the benefit you were receiving.
- **Life Only Pension with Social Security Adjustment.** (Available only for *Benefit Credit Pension*) If you have a *Credited Season* before the 1993 *Plan Year*, you may receive your *Benefit Credit Pension* benefit in this form. This option takes into account an estimate of the amount you are expected to receive from the Social Security Administration at age 62. Initially, you will receive larger monthly payments until age 62. Then, your payments from the Retirement Plan will be reduced; despite this reduction, your pension will not be less than \$50 after age 62. As a result, the amounts estimated that you will receive as Social Security payments, plus the reduced payments from the Retirement Plan, will be approximately equal to the benefit you were receiving before your Social Security payments began if you elected Social Security payments at age 62. This option is not available for *Legacy Credit Pension* benefits.

Example

You have *Benefit Credits* totaling \$3,190 and elect to have your retirement benefits begin on your 55th birthday in the form of a Life Only Pension with Social Security Adjustment. (This option is not available if you do not have a *Credited Season* prior to the 1993 *Plan Year*.) Assume that your estimated Social Security benefit at age 62 is \$1,865 each month. You will receive \$4,170 each month until age 62.

Thereafter, you will receive \$2,035 each month for your lifetime. After your death, no additional benefits will be paid even if you have a surviving wife or children at that time.

- **Life and Contingent Annuitant Pension.** (Available for both *Benefit Credit Pension* and *Legacy Credit Pension*) This form of benefit is similar to the Qualified Joint and Survivor Annuity form, except that the contingent annuitant does not need to be your wife. It pays a reduced monthly benefit during your lifetime. The amount of the reduction is based on the life expectancy of you and your beneficiary, as well as the percentage of your benefit that the beneficiary will receive. If your beneficiary is your wife, and your wife predeceases you, your monthly benefit will be increased for the remainder of your life beginning in the month following her death to the amount it would have been if you had elected a Life Only Pension, except that no increase will be paid for any month that begins more than 42 months before the date that you notify the Plan Office of her death. If your beneficiary is not your wife and your beneficiary predeceases you, your monthly benefit for the remainder of your life will remain the same as it was prior to your beneficiary's death.

If the beneficiary you choose survives you, the percentage of your benefit you select will be paid to your beneficiary monthly until your beneficiary dies. You may select from among the following percentages for your beneficiary's payments: 25%, 50%, 75%, and 100%. Your monthly benefit will be adjusted based on the percentage elected. Your beneficiary must be either your wife, parent, child, brother, sister or other person who is your *Dependent*. If your beneficiary is someone other than your wife, IRS rules may limit the percentage payable to your beneficiary. Also, you must obtain your wife's consent (as described above) if you are married and you wish to select a beneficiary other than your wife.

Example

You have Benefit Credits and Legacy Credits totaling \$3,190 and a *Dependent* sister 10 years younger. You elect to have both your *Benefit Credit Pension* and *Legacy Credit Pension*

benefits begin on your 55th birthday in the form of a Life and Contingent Annuitant Pension, and you elect to have 75% of your monthly retirement benefits paid to your sister if you die first. You will receive \$2,651 a month during your lifetime. After your death, your sister will receive 75% (\$1,988) each month for as long as she lives.

- **Life and 10-Year Certain Pension.** (Available only for *Benefit Credit Pension*) You will receive monthly *Benefit Credit Pension* benefits for life, with 10 years of payments guaranteed. If you die within the first ten years, your beneficiary will continue to receive your monthly payments for the remainder of this guaranteed 10-year period. Your monthly pension will be reduced to provide for the 10-year guarantee. The amount of the reduction depends on your life expectancy when payments begin. This option is not available for *Legacy Credit Pension* benefits.

Example

You have Benefit Credits totaling \$3,190 and elect a normal retirement pension (beginning at age 55) in the form of a Life and 10-Year Certain Pension. You will receive a *Benefit Credit Pension* benefit of \$3,031 each month for your life. If you die after your 65th birthday (10 years after your payments begin), no additional monthly payments will be made. However, if you die within the 10-year period after your benefits began, additional monthly payments of \$3,031 each will be paid to your beneficiary until the 10-year period ends.

May You Receive an Early Payment Benefit Before You Retire?

If you are a *Vested Player*, have a *Credited Season* prior to the 1993 *Plan Year*, and you left *League* football on or after March 1, 1977, you may request an early payment of your *Benefit Credit Pension* benefit that is the actuarial equivalent of 25% of your total Benefit Credits at the time the early payment benefit distribution is paid to you. You may choose to receive your early payment benefit as a lump sum, a Life Only Pension, a Qualified Joint and Survivor Annuity, or a Qualified Optional Joint and Survivor Annuity. (See discussion of forms of payment above.) If you are married, your wife must approve the payment to you of this benefit, unless you elect to have it distributed

in the form of a Qualified Joint and Survivor Annuity or a Qualified Optional Joint and Survivor Annuity. The approval must be in writing and notarized.

By electing this “early payment benefit” you will reduce by up to 25% the amount of any retirement, disability, or death benefits that later may be payable to you or your beneficiaries. **You should carefully consider this reduction before electing an early payment benefit.** The early payment benefit is not available with respect to Legacy Credits.

Do Retirement Benefits Increase If Your Wife Dies or If You Divorce?

Retirement benefits may increase, but only if you are receiving your retirement benefits in the form of a Qualified Joint and Survivor Annuity, a Qualified Optional Joint and Survivor Annuity, or a Life and Contingent Annuitant Pension with your wife as the contingent annuitant.

If your wife predeceases you and you elected one of these forms of retirement benefits, your monthly benefit will increase to the amount that you would have received if you had elected a life only pension. The increase generally will be paid beginning as of the first day of the month following your wife’s death. You should not delay in notifying the Plan Office of your wife’s death, because in no event will the increase be paid retroactively for more than 42 months.

If you get divorced and you elected one of these forms of retirement benefits, your monthly benefit will increase as described in the prior paragraph if your ex-wife has waived and relinquished her rights to receive benefits upon your death. Your ex-wife may make such a waiver in a divorce document. Alternatively, the Plan Office can provide you with a waiver form that you and she can complete. The increase generally will be paid beginning as of the first day of the month following the date of the waiver, subject to the 42-month limit described above.

Does the Retirement Plan Provide Disability Benefits?

The Retirement Plan provides two kinds of disability benefits - total and permanent disability benefits and line of duty disability benefits. To begin receiving a disability benefit, you must be eligible (as described below) and submit an application for disability benefits to the Plan Office. Applications are available from the Plan Office (800-638-3186) and online at mygoaline.com. The Plan Office has personnel who will assist you in applying for disability benefits.

Are You Required to Have an Attorney to Apply for Disability Benefits?

No. The application forms have been streamlined and you should find them easy to complete. If you have any questions, you can call the Plan Office and ask for assistance. If you wish, the staff will fill out the application as you direct and send it to you for your signature. You also can complete an online version of the form.

You are entitled to retain an attorney or advisor should you wish to do so for any reason. However, many attorneys demand a significant portion of your disability benefits just to file the initial application. If your initial application is denied in whole or in part for any reason, you have a right to appeal and submit any materials you wish for consideration by the Retirement Board. The procedures for disability claims are discussed later in the section entitled, "Benefit Claim and Review Procedures – Disability Benefits."

In 2011, Players received over \$63.3 million in disability benefits from the Retirement Plan and NFL Player Supplemental Disability Plan. Sixty Players became eligible for total and permanent disability benefits in 2011 and 212 Players became eligible for line-of-duty disability benefits in 2011. In 2012, Players received over \$80 million in disability benefits from the Retirement Plan and NFL Player Supplemental Disability Plan. Eighty-four Players became eligible for total and permanent disability benefits in 2012 and 214 Players became eligible for line-of-duty disability benefits in 2012. The Retirement Plan has a nationwide panel of expert physicians who have been instructed to examine applicants fully and fairly. The Retirement Plan now has a full-time Medical Director, who is a physician, with the authority and responsibility to oversee the Plan's expert physicians.

Can You Receive Disability Benefits and a *Benefit Credit Pension* and *Legacy Credit Pension* at the Same Time?

Generally, once you elect to begin receiving retirement benefits, you will no longer be eligible for disability benefits, and your survivors will no longer be eligible for the widow's and surviving children's benefit or the spouse's pre-retirement death benefit. You may, therefore, wish to preserve your right to disability benefits by deferring when your monthly retirement benefits begin. If you elect to defer these benefits, they will be actuarially increased later so that the total expected value of these benefits over your lifetime remains the same.

Total and Permanent Disability Benefits

Who is Eligible to Receive Total and Permanent Disability Benefits?

If you are totally and permanently disabled, as defined below, you are eligible to receive a total and permanent disability benefit if:

- You are an *Active Player* or a *Vested Inactive Player*; and
- You are not already receiving retirement benefits, or you are receiving early retirement benefits, but prior to age 55, you applied for and were awarded disability benefits under the Social Security Administration's programs for disability insurance or Supplemental Security Income; and
- You have at least one *Credited Season* after 1958; and
- You are not vested based solely on the special rules described on page 2.

When Are You Considered Totally and Permanently Disabled?

You are totally and permanently disabled if the Disability Initial Claims Committee or the Retirement Board determines that (1) you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, and (2) your condition is permanent. The Disability Initial Claims Committee or the Retirement Board will make this determination based on all of the facts and circumstances in the administrative record.

Your educational level and prior training will not be considered in determining whether you are unable to engage in any occupation or employment for remuneration or profit. Your disability will be deemed permanent if it has persisted or is expected to persist for at least 12 months from the date it arose, excluding any reasonably possible recovery period.

The fact that you are employed by the NFL or an NFL Club, manage personal or family investments, are employed by or associated with a charitable organization, are employed out of benevolence, or receive up to \$30,000 per year in earned income will not automatically disqualify you from receiving total and permanent disability benefits.

You are not totally and permanently disabled under the Retirement Plan as a result of a disability suffered while in the military service of any country.

In general, *Players* who apply for total and permanent disability benefits are referred to a neutral physician and/or to an institution selected by the Retirement Board for a medical examination. You must submit to any required medical examination to be eligible for total and permanent disability benefits.

You also will be considered totally and permanently disabled if you otherwise meet the criteria for this benefit and have been awarded disability benefits under the Social Security Disability Insurance or Supplemental Security Income programs because you are unable to work, unless the Retirement Board determines that you are receiving such benefits fraudulently. To qualify, you must be receiving these government benefits at the time of your application. You will be required to submit proof annually that you are still receiving disability benefits from the Social Security Administration.

What Are Your Total and Permanent Disability Benefits?

If you are eligible and otherwise meet the applicable requirements for total and permanent disability benefits, the amount of your monthly benefit is the greater of (1) the sum of your *Total Credits* (equal to your Benefit Credits plus Legacy Credits) for all of your *Credited Seasons*, including, if applicable, the scheduled Benefit Credit for the *Plan Year* in which the disability occurs, or (2) a minimum benefit that depends on which of the following four categories applies to you-

- **Active Football-** In general, the annual total and permanent disability benefit will be \$250,000 if the disability(ies) results from NFL football activities, arises while you are an *Active Player*, and causes you to be totally and permanently disabled “shortly after”* your disability first arises. *Players* in this category receive their monthly benefits from this Retirement Plan and the NFL Player Supplemental Disability Plan. If you were receiving total and permanent disability benefits prior to September 1, 2011, your total monthly benefit from both plans will not be less than the total monthly amount you were receiving from both plans prior to that date. The amount from the NFL Supplemental Disability Plan will cease after March 2021 unless extended by collective bargaining.

* If you become totally and permanently disabled no later than six months after a disability first arises, you will be conclusively deemed to have become totally and permanently disabled “shortly after” your disability first arises. If you become totally and permanently disabled more than 12 months after a disability first arises, you will be conclusively deemed not to have become totally and permanently disabled “shortly after” your disability first arises. In cases falling within this six- to twelve-month period, the Disability Initial Claims Committee or the Retirement Board will determine whether the “shortly after” standard is satisfied.

- **Active Nonfootball-** In general, the annual total and permanent disability benefit will be \$150,000 if your disability(ies) does not result from NFL football activities, but does arise while you are an *Active Player*, and does cause you to be totally and permanently disabled “shortly after”* the disability first arises. *Players* in this category receive their monthly benefits from this Retirement Plan and the NFL Player Supplemental Disability Plan. If you were receiving total and permanent disability benefits prior to September 1, 2011, your total monthly benefit from both plans will not be less than the total monthly amount you were receiving from both plans prior to that date. The amount from the NFL Supplemental Disability Plan will cease after March 2021 unless extended by collective bargaining.

Retirement Plan

- **Inactive A-** In general, the annual total and permanent disability benefit will be \$120,000 if your disability(ies) results in your total and permanent disability and arises within, and your written application for total and permanent disability benefits is received before, 15 years after the end of your last *Credited Season*. This category does not require that the disability result from *League* football activities. *Players* in this category receive their monthly benefits from this Retirement Plan and the NFL Player Supplemental Disability Plan. If you were receiving total and permanent disability benefits prior to September 1, 2011, your total monthly benefit from both plans will not be less than the total monthly amount you were receiving from both plans prior to that date. The amount from the NFL Supplemental Disability Plan will cease after March 2012 unless extended by collective bargaining.
- **Inactive B-** In general, the annual total and permanent disability benefit will be \$50,000 if: (1) your total and permanent disability arises 15 or more years after the end of your last *Credited Season*; or (2) your written application resulting in an award of total and permanent disability benefits is received 15 or more years after the end of your last *Credited Season*. This category does not require that the disability result from *League* football activities. Effective January 1, 2016, the minimum monthly benefit in this category will rise to \$5,000. Unless modified by collective bargaining, this minimum monthly benefit amount will decrease to \$3,334, effective April 1, 2021. Inactive total and permanent disability benefits will be offset by any disability benefits provided by an employer other than the NFL or an NFL Club, but will not be offset by workers' compensation or Social Security disability benefits.

The Disability Initial Claims Committee and the Retirement Board will determine which category above you are eligible for based on all of the facts and circumstances in the administrative record. For example, determinations by the Social Security Administration as to the timing or causation of total and permanent disability are not binding.

Are There Special Rules If You Are Totally and Permanently Disabled as a Result of Substance Abuse and/or Psychological/Psychiatric Disorders?

Yes, special rules may apply if your disability results from a psychological/psychiatric disorder or is caused by use of, addiction to, or dependence upon (1) a controlled substance, (2) alcohol, or (3) illegal drugs.

The term “controlled substance” is defined by federal law, and includes certain drugs that may be lawfully prescribed by a licensed physician. It does not include alcohol or illegal drugs. The term “illegal drugs” includes all drugs and substances (other than alcohol and controlled substances) taken in violation of law or NFL policy.

In general, a total and permanent disability caused by the use of a controlled substance may only qualify you for benefits in the “Inactive B” category, provided that the applicable requirements of this category are otherwise met. A total and permanent disability caused by the use of a controlled substance may, however, qualify you for benefits in the “Active Football,” “Active Nonfootball,” or “Inactive A” categories if the applicable requirements of these categories are otherwise met and (1) such use, addiction, or dependence results from the substantially continuous use of a controlled substance that was prescribed for NFL football activities or for injuries or illnesses arising out of NFL football activities while you are an *Active Player*, and (2) an application for total and permanent disability benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight years after the end of your last *Credited Season*.

In general, a total and permanent disability resulting from a psychological/psychiatric disorder may qualify for benefits in the “Active Nonfootball,” “Inactive A” or “Inactive B” categories, provided that the applicable requirements of these categories are otherwise met. A total and permanent disability resulting from a psychological/psychiatric disorder may, however, qualify you for benefits under the “Active Football” category if the applicable requirements of that category are otherwise met and the psychological/psychiatric disorder (1) is caused by or relates to a head injury (or injuries) sustained in NFL football activities, (2) is caused by or relates to the use of a substance

prescribed by a licensed physician for an injury (or injuries) or illness arising out of NFL football activities, or (3) is caused by an injury (or injuries) or illness that otherwise qualified you for the “Active Football” category of total and permanent disability benefits.

Please refer to the Retirement Plan document for a more complete statement on the special rules regarding disabilities resulting from substance abuse and/or a psychological/psychiatric disorder.

Can Your Total and Permanent Disability Benefits Be Reclassified Into a Different Category?

As long as you remain totally and permanently disabled, you will continue to receive total and permanent disability benefits under the category for which you first qualify, unless you present evidence for reclassification that the Disability Initial Claims Committee or the Retirement Board finds to be clear and convincing. You must be able to demonstrate that, because of changed circumstances, you satisfy the conditions of eligibility for a benefit under a different category of total and permanent disability benefits.

Your total and permanent disability benefit will not be reclassified or increased for periods of time prior to 42 months before the Retirement Board receives a written application or similar letter requesting the reclassification or increase. In determining the appropriate classification under the above four categories, it will be conclusively presumed that you were not totally and permanently disabled for all periods of time prior to 42 months before the Retirement Board receives your written application or similar request that results in the award of a benefit. These 42-month limitation periods will be tolled for any period of time that the Disability Initial Claims Committee or the Retirement Board finds you to have been mentally or physically incapacitated in a manner that substantially interfered with the filing of your claim.

If You Are Approved, When Will You Begin Receiving Total and Permanent Disability Benefits?

If your application is approved, total and permanent disability benefits will generally be paid retroactive to the first day of the month that is two months prior to the date your completed application is received by the Plan Office. However, if your application was delayed due to mental incapacity, benefits may be paid retroactively up to 36 months before your application was received.

Do Your Total and Permanent Disability Benefits Automatically Continue?

No, for total and permanent disability benefits to be continued, you must submit to periodic physical examinations for the purpose of reexamining your condition. You may be required to have these physical examinations conducted by Retirement Plan neutral physicians selected by the Retirement Board. Generally, these examinations will not occur more often than once every five years, except that upon request of three or more voting members of the Retirement Board, examinations may occur as frequently as once every six months. If the Disability Initial Claims Committee or the Retirement Board determines that you are no longer totally and permanently disabled, your total and permanent disability benefits will terminate.

In addition, to allow the Disability Initial Claims Committee and the Retirement Board to assess your continued eligibility for total and permanent benefits, you must submit annually to the Plan Office by July 1, an executed copy of IRS Form 4506-T. A *Player* who has not filed his annual federal income tax return by July 1 also must either (1) submit a signed statement that he does not intend to file such tax return, and state the amount of total income from all sources for that year, or (2) submit an accounting of his total income from all sources for that year.

Your total and permanent disability benefits may be suspended if you refuse to submit to a required physical examination or to submit an IRS Form 4506-T and, if necessary, a signed statement or accounting. Suspension will continue until such refusal is resolved to the satisfaction of the Retirement Board. If such refusal is not resolved to the satisfaction of the Retirement Board within one year after you are notified of the consequences of your refusal, your total and permanent disability benefits will be terminated. In that event, you must submit a new application to be eligible to receive any further total and permanent disability benefits. If you submit such an application within the one year following the termination, your total and permanent disability benefits may be reinstated and the category under which your benefit was classified will be the same. If you submit an application after that one-year period, your application will be subject to the Retirement Plan's normal effective date and classification rules.

When Will Your Total and Permanent Disability Benefits End?

Your total and permanent disability benefits will end when (1) the Disability Initial Claims Committee or the Retirement Board determines that you are no longer totally and permanently disabled, (2) the Retirement Board suspends or terminates these benefits because you failed to take actions (e.g., submit to periodic physical examinations) or provide documentation (e.g., IRS Tax Form, signed statement or accounting) necessary for the continuation of these benefits, or (3) you die. Total and permanent benefits will also end if you were awarded disability benefits based on a determination from the Social Security Disability Insurance or Supplemental Security Income programs and your benefits under one of these programs end.

If you are receiving total and permanent disability benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you continue to be entitled to total and permanent disability benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to you, your total and permanent disability benefits will continue to be paid until and unless the Retirement Board determines on appeal that you are no longer entitled to the benefits. If you do not appeal a deemed denial to the Retirement Board within 60 days, total and permanent disability benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If you later appeal the deemed denial to the Retirement Board (within 180 days of receiving this notice of denial) and the Retirement Board rules in your favor, total and permanent disability benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

If your total and permanent disability benefits terminate, you will remain eligible to receive these benefits again should you experience a subsequent period of total and permanent disability. The classification and amount of your subsequent disability benefit will be determined without regard to any previous period of total and permanent disability.

Serial Applications

If your application for total and permanent disability benefits has been denied and is not subject to further administrative review, you will be conclusively presumed not to be totally and permanently disabled for 12 months after the final denial. This rule may be waived if you become totally and permanently disabled because of a new injury or condition. This 12-month provision does not apply to applications that inform the Retirement Plan of a disability benefit awarded under the Social Security Disability Insurance or Supplemental Security Income programs.

Recovery of Certain Overpayments

If you or a representative submits false information and, as a result, you receive amounts under the NFL Player Supplemental Disability Plan to which you are not entitled, any further disability benefits payable to you or any beneficiary (including a *Dependent* or alternate payee) under this Retirement Plan will be reduced by the amount of the overpayment from the NFL Player Supplemental Disability Plan, plus interest at the rate of 6% per year.

Incapacity

If you are incapacitated so as to be unable to manage your financial affairs, the Retirement 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 benefits be made on your behalf. In addition, the Retirement Board may, in its sole discretion, establish a trust to hold your benefits on your behalf and appoint a trustee for that trust. The Retirement Plan will pay reasonable expenses of the trust and its *Trustee*. More information regarding such trusts is available from the Plan Office.

What Happens to Your Total and Permanent Disability Benefits When You Reach Age 55?

Generally speaking, your total and permanent disability benefits will be reduced to take into account your retirement benefits when you reach age 55. The timing and amount of the reduction depend on several factors:

- whether you reach age 55 before or after August 1, 2011;
- when you start receiving your retirement benefits, including whether your retirement benefits began before you started receiving your total and permanent disability benefits; and
- the form you elect to receive your retirement benefits.

In no case, however, will your total and permanent disability benefits be reduced below zero.

For a *Player* who receives an award of total and permanent disability benefits prior to age 55 and prior to electing to receive his *Benefit Credit Pension* or *Legacy Credit Pension*, the following rules will apply:

- If he reached age 55 on or after August 1, 2011, his monthly total and permanent disability benefit will be reduced, beginning at age 55, by his *Total Credits*.
- If he reached age 55 before August 1, 2011, his monthly total and permanent disability benefits will be reduced by his *Total Credits* (without adjusting for the form of retirement benefit elected), effective as of the date that he elects to start receiving his retirement benefits.

For a *Player* who receives an award of total and permanent disability benefits on or after reaching age 55 and prior to electing to receive his retirement benefits, his monthly total and permanent disability benefit will be reduced immediately by his *Total Credits* (without adjusting for the form of retirement benefit elected), effective as of the date that he starts receiving total and permanent disability benefits.

In addition, these special rules apply:

- A *Player* who began receiving his retirement benefits before he started receiving total and permanent disability benefits will have his monthly total and permanent disability benefit reduced by his *Total Credits* (without adjusting for the form of retirement benefit elected), effective as of the date that he elects to start receiving his retirement benefits.

- For a *Player* who is receiving total and permanent disability benefits and elects to receive his monthly retirement benefits before reaching age 55, his monthly total and permanent disability benefit will be reduced by his *Total Credits* (without adjusting for the form of retirement benefit elected), effective as of the date that he started receiving his retirement benefits.

Transition Rules

Effective September 1, 2011, the classification system and calculation of a *Player's* total and permanent disability benefit changed. If you were receiving Football Degenerative total and permanent disability benefits as of September 1, 2011, you were automatically placed in the "Inactive A" category, and your benefit payments from the NFL Player Supplemental Disability Plan were generally increased. If you were previously receiving inactive total and permanent disability benefits, you were automatically placed in the "Inactive B" category, and your benefit payments were generally increased. If you were awarded total and permanent disability benefits prior to September 1, 2011, or if you were awarded total and permanent disability benefits based on an application received by the Plan prior to September 1, 2011, the rules in existence prior to September 1, 2011 will govern your awards, applications, appeals and requests for reclassification, and if your total and permanent disability benefits stop for some reason, you will not be eligible for benefits under the new rules (i.e., rules in effect as of September 1, 2011) unless you have a new impairment that leads to a new award of total and permanent disability benefits.

Line-of-Duty Disability Benefits

What Qualifies You for Line-of-Duty Benefits?

You may be entitled to a line-of-duty disability benefit if the Disability Initial Claims Committee or the Retirement Board determines that, as a *Player*, you have (1) incurred a "substantial disablement arising out of NFL football activities," and (2) timely applied for this benefit.

- A "substantial disablement" is a "permanent" disability that satisfies any one of the following criteria.

- For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago IL) (“AMA Guides”), there is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment. In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.
- The injury results in a 50% or greater loss of speech or sight.
- The injury results in a 55% or greater loss of hearing.
- The injury is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system.
- A line-of-duty disability will be considered “permanent” if it has persisted or is expected to persist for at least 12 months from the date of its occurrence (excluding any reasonably possible recovery period), or is expected to result in death within 12 months, and if you are not an *Active Player*.
- A line-of-duty disability “arises out of NFL football activities” if it results from a pre-season, regular season, or post-season *Game* or any combination thereof, or out of NFL football activities supervised by an NFL Club, including all required or directed activities. A line-of-duty disability is not caused by NFL football activities if it results from other employment or athletic activity for recreation, or if it would not qualify for benefits but for an injury (or injuries) or illness that arises out of activities other than NFL football activities.

- Applications for line-of-duty disability benefits must be received by the Plan Office within a time period that depends on your number of *Credited Seasons*. If you have four or fewer *Credited Seasons*, the Plan Office must receive your application within four years after you cease to be an *Active Player*. If you have five or more *Credited Seasons*, you have a number of years equal to your number of *Credited Seasons* in which to submit your application after you cease to be an *Active Player*. For example, a *Player* with ten *Credited Seasons* has ten years after he ceases to be an *Active Player* to submit his application. This application period may be extended for any period of time that the Disability Initial Claims Committee or the Retirement Board finds that you were physically or mentally incapacitated in a manner that substantially interfered with the filing of your claim.

What Are Your Line-of-Duty Benefits?

If you are eligible and otherwise meet the applicable requirements for line-of-duty disability benefits, your benefits will equal the greater of:

- Your *Total Credits* for *Credited Seasons* as of the date the disability occurs (including any credit for the *Plan Year* in which the disablement occurs) if you reported to at least one official pre season training camp or official practice session during the *Plan Year*, or
- \$2,000 a month for all applications received on or after September 1, 2011 (this amount will be increased in \$500 increments effective January 1 of 2013, 2015, 2017, and 2019).

If You Are Approved, When Will Your Line-of-Duty Benefits Begin and How Long Will They Last?

You will begin to receive your monthly line-of-duty disability benefit as of the first day of the month following the date your disability qualifies as a “substantial disablement.” Your benefits will continue as long as your disability qualifies as a “substantial disablement,” but not for longer than 90 months.

You must submit to any required physical examination to be eligible for line-of-duty disability benefits. Reexaminations to determine your

continued eligibility generally will occur at two and five years after you begin to receive line-of-duty disability benefits. However, three or more voting members of the Retirement Board may require you to submit to more frequent examinations, at the expense of the Retirement Plan, but not more than once every six months. If the Disability Initial Claims Committee or the Retirement Board determines that your disability no longer qualifies as a “substantial disablement,” your benefits will stop.

If you are receiving line-of-duty disability benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you continue to be entitled to line-of-duty disability benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to you, your line-of-duty disability benefits will continue to be paid until and unless the Retirement Board determines on appeal that you are no longer entitled to the benefits.

If you do not appeal a deemed denial to the Retirement Board within 60 days, line-of-duty disability benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. But if you later appeal the deemed denial to the Retirement Board (within 180 days of receiving this notice of denial) and the Retirement Board rules in your favor, line-of-duty disability benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

Serial Applications

If your application for line-of-duty disability benefits has been denied and is not subject to further administrative review, you will be conclusively presumed not to have a substantial disablement for 12 months following the date of such final denial. This rule may be waived if you can show that since the date of your original application, you have become substantially disabled because of a new injury or condition.

Can You Receive Both the Line-of-Duty Disability Benefit and the Total and Permanent Disability Benefit at the Same Time?

No, you cannot receive total and permanent disability benefits and line-of-duty disability benefits simultaneously. However, if you qualify for both benefits, you will receive whichever is the greater benefit; and after the line-of-duty disability benefit payment expires, you will receive any total and permanent disability benefits for which you qualify at that time.

Relationship of Disability Benefits to Other Retirement Plan Benefits

What About Your Entitlement to the Other (Non-Disability) Retirement Plan Benefits After Your Disability Benefits Expire?

If you are a *Vested Player* who has collected disability benefits, all other (non-disability) Retirement Plan benefits to which you are entitled – for example, retirement, death, and survivor protection, and optional forms of payment – will apply as provided under the Retirement Plan. These benefits are in addition to any disability benefit you may be entitled to receive, although you cannot receive both a retirement benefit and a disability benefit for the same period of time.

Survivor Protection Features

How Are Your Wife and Children Protected When You Die?

If you die *before* you begin receiving retirement benefits, your surviving wife or minor children may qualify for a widow's and surviving children's benefit, or your surviving wife may qualify for a pre-retirement death benefit. A child is considered a minor until he or she reaches age 19 (or age 23 if in college), or continuously if mentally or physically incapacitated. For either form of death benefit, your surviving wife or children (or their representative) must submit a death benefit application. This application can be obtained from the Plan Office. Any person who is convicted, pleads guilty, or pleads no contest in connection with your death will lose his or her right to a death benefit.

If both a widow's and surviving children's benefit and a spouse's pre-retirement death benefit might be payable, your surviving wife may

elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to your surviving wife. Prior to her election, the Plan Office will provide your surviving wife with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one benefit over the other.

Widow's and Surviving Children's Benefit

If you die before your retirement benefits begin, and if you were, at the time of your death:

- An *Active Player*, or
- Qualified for disability benefits and younger than age 55, or
- An inactive *Vested Player* who became vested based solely on *Credited Seasons* (and without counting *Years of Service* that were not also *Credited Seasons*),

then you will be covered by the widow's and surviving children's benefit, except if your last *Credited Season* was before 1974 and you have exactly four *Credited Seasons* (see the section entitled "What Special Rules Apply to Certain *Players*?" later in this booklet).

If you satisfy the above conditions and are survived by your wife, she will receive a monthly benefit payment, starting on the first day of the month after your death. Payments will continue until the earlier of the first of the month in which she dies or the first of the month in which she remarries. If you do not have a surviving wife, or if your wife remarries or dies after beginning to receive this benefit, your surviving minor children will receive the monthly widow's and surviving children's benefit, divided equally among your surviving minor children.

The amount of the monthly widow's and surviving children's benefit will be the larger of 50% of your *Total Credits* (if you die after reporting to at least one official pre-season training camp or official practice session during a *Plan Year*, the scheduled Benefit Credit for that *Plan Year* will be included), or \$3,600 (\$4,000 effective January 1, 2014 and \$4,400 effective January 1, 2018). Also, the amount of this monthly benefit might be temporarily increased for the first 48 months following

your death. If you were an *Active Player* after March 31, 1977, the monthly benefit for the first 48 months following your death will be at least \$6,000. If you were an *Active Player* after March 31, 1982, the monthly benefit for the first 48 months following your death will be at least \$9,000. The amounts stated in this paragraph apply to benefit payments for months beginning on or after April 1, 2006. Benefit payments for months beginning before that date were determined based on prior versions of the Retirement Plan.

For *Players* who died prior to August 4, 2011 and who would have been entitled to Legacy Credits had they survived to that date, beginning August 1, 2011 the monthly widow's and surviving children's benefit will not be less than 50% of the sum of the *Player's* Benefit Credits plus Legacy Credits he would have received had he survived until August 4, 2011.

Spouse's Pre-retirement Death Benefit

If you are a *Vested Player* and die before the date your retirement benefit payments under the Retirement Plan begin, your wife is automatically eligible to receive the pre-retirement death benefit.

If payable, this monthly death benefit will normally commence on the first day of the month in which you would have attained age 55, and it will continue for your surviving spouse's lifetime. However, if you had a *Credited Season* prior to the 1993 *Plan Year*, your surviving spouse may elect to receive an actuarially reduced benefit as early as when you would have attained age 45. The monthly benefit to be paid to your widow equals 50% of the benefits you would have received under the *Benefit Credit Pension* and *Legacy Credit Pension* had you elected the Qualified Joint and Survivor Annuity form of payment discussed earlier and begun receiving benefits on the later of the day before you died, or age 55 (or 45, if you had a season before 1993).

Effective August 1, 2011, the spouse's pre-retirement death benefit will be increased where the deceased *Player* would have been entitled to Legacy Credits had he been alive on August 4, 2011. The increased benefit will be computed as if the *Player* had been entitled to receive such Legacy Credits.

Death Benefits After Retirement Benefits Have Begun

Generally, if you die *after* you begin receiving retirement benefits, your wife, children or other beneficiaries will continue receiving benefits only if the form of retirement benefits you are receiving provides for continued payments.

For example:

- **Life Only Pension.** No payments will continue after your death.
- **Qualified Joint and Survivor Annuity and Qualified Optional Joint and Survivor Annuity.** Payments will continue to your surviving wife after your death. For this purpose, your surviving wife is your wife at the time your qualified joint and survivor annuity or qualified optional joint and survivor annuity commenced, even if you later divorce her and remarry. Your wife at the commencement of the annuity will not receive payments if she made a qualified election to waive this benefit or another beneficiary is named in a Qualified Domestic Relations Order.
- **Life Only Pension with Social Security Adjustment.** No payments will continue after your death. As noted above, this form of benefit is not available for *Legacy Credit Pension* benefits.
- **Life and Contingent Annuitant Pension.** Payments will continue to your surviving named beneficiary after your death.
- **Life and 10-Year Certain Pension.** If you die before receiving payments for 10 years, payments will continue to your beneficiary after your death for the remainder of the 10 years. Otherwise, no payments will continue after your death. As noted above, this form of benefit is not available for *Legacy Credit Pension* benefits.

Notwithstanding the above, if you die without a surviving wife *after* you began receiving your *Benefit Credit Pension* but *before* you began receiving your *Legacy Credit Pension*, and between August 4, 2011 and August 4, 2012, your estate is entitled to death benefits. The

benefit will equal the sum of monthly *Legacy Credit Pension* payments you would have received through the month of your death if you had elected a Life Only Pension as of August 1, 2011.

Increased Benefits for Legacy Survivors

Effective August 1, 2011, increased benefits will be paid to certain survivors of *Players* who would have been entitled to Legacy Credits had they been alive on August 4, 2011. The increase applies to surviving wives and contingent annuitants who were receiving benefits on August 1, 2011 on account of a *Player's* death. The benefit will continue to be paid in the form elected by the *Player*, but the amount will be increased for August 2011 and later months as if the *Player* had been alive on August 4, 2011 and entitled to Legacy Credits.

What Special Rules Apply to Certain Players?

Special rules apply for *Players* who were alive on June 1, 1998, whose last *Credited Season* was before 1974 and who have exactly four *Credited Seasons*. If this applies to you, you are entitled only to retirement benefits under the Retirement Plan; you are not entitled to disability benefits under this Retirement Plan or the NFL Player Supplemental Disability Plan. Your benefit will be actuarially increased only if you commence benefits after the later of normal retirement age (age 55) or June 1, 1998. Special rules apply to the payment options of certain *Players* in this category. More information is available from the Plan Office.

Benefit Credits for *Credited Seasons* prior to 1959 will, in general, not be paid with respect to any period prior to July 1, 1993. Your benefits for *Credited Seasons* prior to 1959 will be actuarially adjusted if you commence benefits after the later of June 1, 1993, or your normal retirement age (age 55).

Who Makes Contributions in Support of the Retirement Plan?

All contributions toward the cost of the Retirement Plan are made to a trust fund by the member Clubs of the NFL. All contributions to the trust fund are used to provide the benefits under the Retirement

Plan or to pay for investment management and administrative costs. Contributions are determined using the assumptions and methods in the Plan document and as required by applicable law.

May IRS Rules Limit Your Retirement Benefits?

Yes, in certain circumstances, IRS rules may limit the benefits payable to you under the Retirement Plan. These limits provide that an annual Retirement Plan benefit cannot exceed an amount that depends on your age and is adjusted for inflation. The maximum amount payable in 2012 for an individual age 62 is \$200,000 per year (\$205,000 per year for 2013).

How Are Your Retirement Plan Benefits Taxed?

The tax rules that apply to Retirement Plan distributions are complex. Because of this complexity, you should contact your personal tax advisor to determine exactly how your benefits will be taxed. The Retirement Plan is not in a position to provide legal or tax advice. However, general information about some of the more important federal tax rules currently in effect is provided below.

Income Tax on Distributions

In general, the full amount of each payment you receive will be taxable in the year that you receive it. Also, your beneficiary generally will be taxed on any distribution of benefits received due to your death.

Other Possible Taxes

If you receive an early payment benefit, paid as a lump sum, the distribution is generally subject to an excise tax of 10%. The additional tax does not apply to any portion of such distribution that is rolled over to an Individual Retirement Account or Individual Retirement Annuity ("IRA") or another tax-favored retirement plan, as discussed below.

Rollovers

You may delay current taxation of any portion of (1) an early payment benefit paid as a lump sum, (2) line-of-duty disability benefits, and (3) certain death benefits, by making a direct rollover of that portion to

an IRA or another tax-favored retirement plan (that is, a 401(a) plan, 403(a) plan, 403(b) annuity, or governmental 457(b) plan) that accepts direct rollovers. Federal withholding of 20% applies to the portion that is not directly rolled over. For example, you may roll over your early payment benefit, paid as a lump sum, to a regular IRA or a Roth IRA. Non-spouse beneficiaries may only roll over their benefits to an inherited IRA.

Other Withholding Rules

If you elect one of the other forms of payment for your retirement benefits, each payment is subject to federal withholding based on the amount of the payment, unless you elect no amount to be withheld. The Plan Office will provide you with additional information on the withholding rules for Retirement Plan distributions when you elect to receive your benefits.

Taxation of Death Benefits

Generally, your beneficiary will be taxed on any distribution from the Retirement Plan received due to your death. However, the 10% excise tax discussed above does not apply regardless of your age or the age of your beneficiary.

What Happens to Your Benefits if You Divorce?

Although you generally may not assign your Retirement Plan benefits to another person, your benefits may be assigned in certain situations involving divorce or in accordance with other orders issued by a domestic relations court. For example, as part of a divorce, a judge may, but is not required to, issue an order that divides your retirement benefits between you and your former wife. Federal law requires that this kind of order, called a "Qualified Domestic Relations Order" or "QDRO," must meet certain requirements before the Retirement Plan may recognize it and pay benefits based on it. For example, a QDRO must be specific as to the division of benefits, must not require benefits to be paid in any form not provided for in the Retirement Plan, and must clearly identify the Retirement Plan and the parties involved. You may obtain a copy of the Retirement Plan's QDRO procedures free of charge from the Plan Office.

If you are getting divorced and your retirement benefits are to be divided with your former wife, you may contact the Plan Office to request the Retirement Plan's model QDRO. Your wife also may waive her rights to plan payments in a divorce, for example, if you elected to receive your benefits in the form of a Qualified Joint and Survivor Annuity and you later divorce. In this case, your wife will be treated as having died as of the date of the waiver, and your monthly benefit will be increased for the remainder of your life beginning in the month following her waiver to the amount it would have been if you had elected a Life Only Pension, and no benefits will be paid after your death. You must notify the Plan Office of the waiver. Your former spouse must execute a waiver form provided by the Plan Office, or your divorce decree must contain language provided by the Plan Office.

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

Administration and Type of Plan

The Retirement Plan is a multiemployer defined benefit pension plan that also provides disability and death benefits. The Retirement Plan is administered by the Retirement Board, which is a joint Board of Trustees. The Retirement 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 Retirement Board:

Chairman

Roger Goodell

Management Members

Dick Cass

Katie Blackburn

Ted Phillips

Player Members

Jeff Van Note

Robert Smith

Sam McCullum

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

Plan Administrator:

RETIREMENT BOARD
BERT BELL/PETE ROZELLE NFL PLAYER RETIREMENT PLAN
200 SAINT PAUL ST STE 2420
BALTIMORE MD 21202
800-638-3186

Agent for Service of Legal Process

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

Disability Initial Claims Committee

One member of the Disability Initial Claims Committee is appointed by the NFL Management Council; one member is appointed by the NFLPA. The final member is a medical professional jointly designated by the NFLPA and NFL Management Council.

Bank Trustee

BNY MELLON
DIRECTED TRUSTEE
ONE MELLON CENTER
500 GRANT ST
PITTSBURGH PA 15258

Union

THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION (NFLPA)
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 Retirement Board

#13-6043636

Plan Number

001

Plan Year

Records for the Retirement 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 Retirement Board intends to continue the Retirement Plan as described in this booklet indefinitely. Nevertheless, the voting members of the Retirement Board have the power, by majority vote, to terminate or generally amend the Retirement Plan at any time, subject to certain limitations stated in the Retirement Plan document, and subject to the provisions of the *Collective Bargaining Agreement*. The NFLPA and the NFL Management Council, when acting jointly, also have the power to generally amend or terminate the Retirement Plan. However, no amendment may reduce the value of any benefit already earned and otherwise payable under the Retirement Plan. The official Retirement Plan document contains more specific rules regarding amendment or termination of the Retirement Plan.

In the event of Retirement Plan termination, you will not earn any further benefits under the Retirement Plan. However, the benefits that you have already earned will become vested, that is, nonforfeitable, to the extent your benefits can be funded by the Retirement Plan assets allocated to such benefits. If there are not enough assets to pay for all the benefits described in the Retirement Plan after providing for the expenses of termination, the remaining assets will be allocated as required by law. If there are more than enough assets available to pay the expenses of termination and fund all of the benefits described in the Retirement Plan, the remaining surplus may be distributed to *Players* or their beneficiaries.

Plan Assets

The Retirement Plan's assets are held in trust by BNY Mellon, as trustee, and are invested at the direction of the Retirement Board and the independent investment managers appointed by the Retirement Board. No assets will be used for any purpose other than to pay benefits to *Players* (or their families, beneficiaries or *Dependents*), or to pay the costs of administering the Retirement Plan.

Assignment of Benefits

In general, you cannot transfer, assign or pledge your benefits under the Retirement Plan. Exceptions include a Qualified Domestic Relations Order and an IRS tax levy.

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 to the Plan Office to request an application form:

BERT BELL/PETE ROZELLE NFL PLAYER RETIREMENT PLAN
200 SAINT PAUL ST STE 2420
BALTIMORE MD 21202
ATTN: RETIREMENT BOARD
800-638-3186

Receipt of Documents

All correspondence, including forms, elections, and other documents that must be submitted or filed with the Retirement Plan, are deemed received only if and when actually received by the Retirement 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 Retirement Plan records and other relevant information.

Missing Payees

If a benefit is payable to a *Player* or beneficiary who cannot be found by the Plan Office, the entire benefit of, and amount payable to, that *Player* or beneficiary will be forfeited at the end of that *Plan Year*. If the *Player* or beneficiary 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* or beneficiary with interest at a reasonable rate.

Failure to Exhaust Administrative Remedies

If your initial claim for any type of Retirement Plan benefit (disability, retirement, or otherwise) is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by the Retirement Board of the denial under the Retirement 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

The Retirement Plan provides two sets of procedures and timing rules for filing initial benefit claims and requesting administrative review (also called administrative appeals) of denied, or partially denied, claims to the Retirement Board. One set of procedures and rules applies to claims for disability benefits – both total and permanent and line-of-duty disability benefits. The other set of procedures and rules applies to all other benefit claims (for example, claims for retirement benefits). Each set of procedures and rules is described below in this booklet.

Benefit Claim and Review Procedures – Disability Benefits

This section describes the Retirement Plan's procedures for (1) initial claims for disability benefits (both total and permanent and line-of-duty) and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for disability benefits.

Initial claims for disability benefits, including initial determinations on reexamination, are generally decided by the two members of the Retirement Plan's Disability Initial Claims Committee that are not medical professionals. The member who is a medical professional will cast the deciding vote only if the other two members are deadlocked over a medical aspect of your claim. If, however, the member who is a medical professional determines that the medical evidence is either inconclusive or insufficient, he or she will abstain from voting and the resulting deadlock will be treated as a deemed denial of your claim. You will be notified of this deemed denial, which you may then appeal to the Retirement Board. See section above entitled "When Will Your Total and Permanent Disability Benefits End?" for a discussion as to what may happen if you are currently receiving total and permanent disability benefits and, upon reevaluation, you receive a deemed denial as to whether you continue to be entitled to total and permanent disability benefits.

In making these initial benefit determinations, the Disability Initial Claims Committee has absolute discretion and authority to interpret the Retirement Plan and to make factual determinations. The Disability Initial Claims Committee ordinarily will reach a decision on a benefit claim for disability benefits within 45 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 45-day period or beyond the first 30 day extension period. If the extensions are necessary because the Disability Initial Claims 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 Disability Initial Claims 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 disability benefits is denied, in whole or in part, you will receive a written notice of decision, which will set forth:

1. the specific reasons for the denial,
2. the specific Retirement Plan provisions 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 Retirement 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 Retirement Plan's appeal procedures,
5. any internal Retirement 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 Retirement Plan to your circumstances (or state that such explanation is available free of charge upon request).

If the Disability Initial Claims 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 Retirement Board.

If you receive a notice of decision that is adverse to you in whole or in part on your claim for disability benefits that you want reviewed under the Retirement Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the Retirement Board at the Plan Office within 180 days of receiving the notice of decision on your claim. You also can 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 disability benefits, and you also can submit issues and comments in writing to the Retirement Board. In making its decision on review, the Retirement Board will take into account all available information,

regardless of whether it was available or presented to the Disability Initial Claims Committee, and will afford no deference to the determination made by the Disability Initial Claims Committee.

Neutral, board-certified physicians serve as Medical Advisory Physicians to the Retirement Board. These doctors evaluate the medical aspects of certain disability applications. Medical Advisory Physicians will not be the same physician (or subordinate physician) who was consulted during the initial determination. Three members of the Retirement Board may require the Medical Advisory Physician to make a final and binding determination if the Retirement Board is deadlocked with respect to a medical decision as to whether you (1) are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, or (2) meet the requisite percentage disability requirements to be eligible for line-of-duty disability benefits. Any such designated physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of the Retirement Plan and the decision as to whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion. Upon request, the Retirement Board will identify the medical experts whose advice was obtained in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

The Retirement 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 Retirement Board meeting following receipt of your request for review. The Retirement 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:

1. set forth the specific reasons for the decision,
2. provide specific references to the provisions of the Retirement Plan on which the adverse decision was based,

3. state that you have a 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. state that you have a right to bring a civil action under ERISA following an adverse decision on review,
5. disclose any internal rule, guidelines, or protocol relied on in making the determination (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, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Retirement Plan to your circumstances (or state that such explanation is available free of charge upon request).

Benefit Claim and Review Procedures – All Claims Other than Disability Claims

This section describes the Retirement Plan's procedures for (1) claims for all types of initial benefit claims other than claims for disability benefits (for example, claims for retirement benefits) and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims other than disability claims.

The Retirement Board ordinarily will reach a decision on a non disability benefit claim within 90 days after it is received, although in some cases the decision may take up to an additional 90 days. You will be notified in writing if the decision time is extended beyond the initial 90-day period. If your claim for non disability benefits is denied, in whole or in part, you will be provided a written notice of decision, stating:

- the specific reasons for the denial,
- the specific Retirement Plan provisions on which the denial is based,
- a description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary, and

- an explanation of the Retirement 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 Retirement Plan's appeal procedures.

If the Retirement Board 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 Retirement Board.

If you receive a notice of decision that is adverse to you in whole or in part on your claim for non-disability benefits that you want reviewed under the Retirement Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the Retirement Board at the Plan Office within 60 days of receiving the notice of decision on your claim. You also can request administrative review of a deemed denial of your claim.

During the appeal 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 benefits, and you also can submit issues and comments in writing to the Retirement Board. The Retirement Board ordinarily will make a decision with respect to 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 Retirement Board meeting following receipt of your request for review. The Retirement 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:

- the specific reasons for the decision,
- references to the provisions of the Retirement Plan on which the adverse decision was based,

- 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, and
- a statement of your right to bring a civil action under ERISA following an adverse decision on review.

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 Retirement Plan or applicable laws, or
- three years after the earliest date that you knew or should have known 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 Plan Participants Are Entitled to:

Receive Information About Your Plan Benefits:

- Examine without charge at the Plan Office all official Retirement Plan documents, including the *Collective Bargaining Agreement*, a copy of the latest annual report (Form 5500 Series) filed by the Retirement 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 Retirement 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 Retirement Plan’s annual financial report. The Retirement Board is required by law to give you a copy of this Summary Annual Report every Plan Year.
- Obtain by written request a statement of your benefits under the Retirement Plan once each year at no cost to you. This statement will show whether or not you are vested. If you are vested, the statement will show the benefit you will receive at your normal retirement date (age 55). If you are not vested, the statement will tell you how many more years you must work in the NFL to become vested. You must request this statement in writing, and it is required to be provided only once per year.
- Obtain by written request to the Plan Office a complete list of *Employers* and employee organizations sponsoring the Retirement 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 a Retirement 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 Retirement Plan. The Retirement Board members and certain others with responsibility for managing or operating the Retirement Plan, called “fiduciaries” of the Retirement Plan, have a duty to do their jobs prudently and in your interest and in the interest of all the other Retirement 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 a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights:

If your claim for a retirement benefit 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 Retirement 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 Retirement Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Retirement Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Retirement 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 Retirement 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 Retirement Plan fiduciaries misuse the Retirement 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 Retirement Plan, you should contact the Retirement 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.

PBGC Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC’s guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant’s *Years of Service* multiplied by (1) 100% of the first \$132 of the annual benefit accrual rate and (2) 75% of the next \$396. The PBGC’s maximum guarantee limit is \$429 per *Year of Service*. For example, the maximum annual guarantee for a retiree with 10 *Years of Service* would be \$4,290.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of (a) the date the plan terminates or (b) the time the plan becomes insolvent;
- benefits that are not vested because you have not worked long enough;

- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Office or contact the PBGC's Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Disclaimer

This summary is intended to describe in general terms the essential features of your Retirement 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 Retirement Plan and Trust will govern. Your rights to benefits can be determined only by official action of the Disability Initial Claims Committee or the Retirement Board.

Appendix

Definitions

Active Player. You are an *Active Player* if (i) you are obligated to perform football-playing services under a contract with a Club, or (ii) for purposes of qualifying for total and permanent disability benefits, you are no longer obligated to perform football-playing services under a contract with a 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.

Benefit Credit Pension. *Benefit Credit Pension* is the pension payable based on a *Player's* Benefit Credits. All *Vested Players* are entitled to a *Benefit Credit Pension*.

Collective Bargaining Agreement. The collective bargaining agreement between the NFL Management Council and the NFLPA.

Credited Season. 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 *Employer* 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 *Employer* 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 *Employer* 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 *Employer* or signed a contract (or a similar document) stipulating his intent to play professional football for an *Employer*, and (2) such *Player* was alive on the date set forth in the table below for the corresponding period:

For Plan Years:	Such Player 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.

Dependent. Your *Dependent* is a person for whom a personal exemption deduction is allowable under Internal Revenue Code section 151, without regard to (i) your income, (ii) whether the personal exemption deduction is allowable to or used by another person, or (iii) whether you are divorced and/or have entered into a multiple support agreement with respect to such person.

Employee. You are an *Employee* if you are employed by a Club as an *Active Player*, or if you are otherwise employed by a Club or an affiliate of a Club (that is, an entity in a controlled group with, under common control with, or in an affiliated service group with, a Club) and your employment immediately precedes or immediately follows, without interruption, employment as an *Active Player*.

Employer. An *Employer* is a member Club of the League.

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

Hour of Service. An *Hour of Service* is any hour for which you, as an *Employee*, are paid or entitled to payment (including hours for which back pay is either awarded or agreed to by a Club). In general, an *Hour of Service* is also any hour that you're not working but are paid or entitled to payment from a Club due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, you will not earn more than 501 *Hours of Service* for any single continuous period of paid time during which you were not working. Also, you cannot earn *Hours of Service* for time you do not work but are paid solely as a result of workers' compensation, unemployment compensation, or disability insurance laws, or as reimbursement for medical or medically related expenses. If your first *Hour of Service* is after March 31, 2010, you will be credited at all times with 10 hours of service for each day in which you complete at least 1 *Hour of Service*.

League. The National Football League.

Legacy Credit Pension. *Legacy Credit Pension* is the pension payable based on a *Player's* Legacy Credits. Only certain *Players* that meet the following conditions are entitled to a *Legacy Credit Pension*:

- (1) *Player* is a *Vested Player* by taking into account only his pre-1993 *Credited Seasons*; and
- (2) *Player* was alive on August 4, 2011.

Plan Year. Records for the Retirement 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.

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

- (1) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the NFL) of a Club; or
- (2) on a Club's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; or
- (3) injured in the course and scope of your employment for a Club and by reason of such injury paid under such contract for all or part of the *Plan Year* in which the injury occurs or occurred; or
- (4) on the Move List, or, for the purposes of the disability and death benefits provided under the Retirement Plan, on the Future List of a Club after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the NFL); or
- (5) on the Reserve/Physically Unable to Perform or the Reserve/NFL-EL (Nonfootball Injury-Europe League) Lists of any *Employer* (as such lists have been defined in the Constitution and By Laws of the NFL); or
- (6) allocated to NFL Europe by your NFL Club.

Total Credits. *Total Credits* are the sum of a *Player's* Benefit Credits and Legacy Credits.

Vested Inactive Player. A *Vested Player* who is not an *Active Player*.

Vested Player. You are a *Vested Player* if you:

- (1) earn five *Credited Seasons*; or
- (2) earn four *Credited Seasons*, including a *Credited Season* after the 1973 *Plan Year*; or
- (3) earn three *Credited Seasons*, including a *Credited Season* after the 1992 *Plan Year*; or
- (4) after the 1975 *Plan Year*, are an *Employee* on your normal retirement date; or
- (5) after receiving total and permanent disability benefits under the Retirement Plan, are found to no longer qualify for total and permanent disability.

In addition, solely for purposes of determining retirement benefits, 2008 Window Period benefits, or a wife's pre-retirement death benefit and not for any other purpose, you are a *Vested Player* if you:

- (1) are an *Employee* after the 1975 *Plan Year* and have at least 10 *Years of Service*; or
- (2) are an *Employee* after the 1988 *Plan Year* and have at least four *Years of Service*, at least one of which occurred after the 1988 *Plan Year* and is a *Plan Year* in which you did not earn a *Credited Season*; or
- (3) are an *Employee* after the 1992 *Plan Year* and have at least three *Years of Service*, at least one of which occurred after the 1992 *Plan Year* and is a *Plan Year* in which you did not earn a *Credited Season*; or
- (4) earn four *Credited Seasons*, none of which was after the 1973 season, and you are alive on June 1, 1998. However, a *Player* who first earns an *Hour of Service* during or after the 2012 *Plan Year*, and does not have three or more *Credited Seasons*, will not be a *Vested Player* until he has earned at least five *Years of Service*.

The Benefit Credits and Legacy Credits of a *Vested Player* are nonforfeitable, and the Benefit Credits of a nonvested *Player* are forfeitable.

Year of Service. You earn a *Year of Service* if you are an *Employee* during a *Plan Year* and you complete at least 1,000 *Hours of Service* or earn a *Credited Season*. However, you do not determine whether you have 1,000 *Hours of Service* by simply adding together each actual *Hour of Service*. Instead, you count your 1,000 *Hours of Service* as follows (without regard to whether you actually complete more or less than the number of *Hours of Service* in the day or month indicated):

- from July 1 through January 31, you get 10 *Hours of Service* for each day you complete one *Hour of Service*;
- from February 1 through June 30, you get 190 *Hours of Service* for each calendar month in which you complete at least one *Hour of Service*; and
- If your first *Year of Service* is after March 31, 2010, you are credited with ten *Hours of Service* for each day in which you complete one *Hour of Service* in every month.

Note that if you have a *Credited Season* for a *Plan Year*, you will receive credit for a *Year of Service* even if you complete less than 1,000 *Hours of Service* in that *Plan Year*. You cannot be credited for more than one *Year of Service* with respect to any *Plan Year*.

