

The Continental Companies

Developers/Owners/Operators
of distinguished hotels.

3250 Mary Street
Miami, Florida 33133
Telephone (305) 445-2493

June 12, 1984

Mr. Chester R. Simmons
Commissioner
United States Football League
52 Vanderbilt Avenue
New York, New York 10017

Dear Chet:

Please find enclosed for your approval, two (2) original Employee Agreements commencing on July 15, 1984 and ending on July 15, 1985, and two (2) original Employee Agreements commencing on July 15, 1985 and ending on July 15, 1986 for Tom Olivadotti that was implemented on June 13, 1984.

If there are any questions regarding the Agreements, please do not hesitate to contact me at (305) 445-2493.

Sincerely,


Howard Schnellberger

HS/bsg
Enclosure/2

AGREEMENT

THIS AGREEMENT made and entered into this 13 day of June, 19 84, by and between AMERICAN SPORTS, LTD., a Florida Limited Partnership (the "Team") and Tom Olivadotti ("Coach").

WITNESSETH

WHEREAS, the Team is the owner of the Miami professional football franchise in the United States Football League (sometimes hereinafter the "League" or "USFL"); and

WHEREAS, the Team is desirous of employing Coach as an assistant football coach of its football team and Coach is desirous of serving the Team in such capacity.

NOW, THEREFORE, in consideration of the above, it is hereby agreed by and between the parties as follows:

1. The Team does hereby employ Coach, and Coach does hereby agree to serve the Team in the capacity of assistant football coach.

2. The term of this contract shall be for one year, commencing on July 15, 1985 and ending on July 15, 1986.

3. The Team shall pay and Coach agrees to receive for his services the sum of \$60,000.00 per annum during the term of this agreement payable monthly in equal installments.

4. Coach shall also be eligible to receive additional monies for playoff participation from either the Team or the League, the extent of which will be determined by the Team.

5. The Team intends to adopt various employee benefit plans for its key employees, which plans will provide health insurance, major medical insurance, disability insurance and pension benefits comparable to those provided by other USFL franchises. Coach shall be entitled to participate in such plans.

6. Coach agrees to devote all of his full working time, talents, attention and special knowledge to the training, coaching, scouting, counseling and conditioning of football players employed by the Team or otherwise and agrees to work under the direction of the President and Head Coach of the Team. Coach also agrees to render other such general services reasonably related to the position of assistant football coach as might be required by the Team.

7. Coach agrees that during the term hereof he will not either directly or indirectly serve as an employee or otherwise, of any professional, semi-professional, university, college, junior college or high school football team, nor shall he perform services as a football official, or act in any advisory capacity to any other football team, athletic organization, college, club or group, with or without compensation, without the prior written consent of the Team.

8. Coach shall not at any time during the term hereof directly or indirectly, own or have any financial interest in any other professional football club in the United States Football League, or any other professional or semi-professional league or leagues whatsoever, or otherwise.

9. Coach agrees:

a) to cooperate with the Team in any and all of its promotional activities; and

b) that the Team shall have the right to use his name, portrait, picture, likeness and game or practice performance in all exhibitions, descriptions and representations of the football games of the Team on the field, or by radio broadcasting, television, telecasting, motion pictures, photograph or other media, and in connection with any and all promotional advertising or trade purposes of the Team and the League with which the Team is associated. It is recognized by Coach that no further compensation is due to Coach other than that set forward in Paragraph 3 above.

10. If Coach shall die or become incapacitated by illness or otherwise be prevented from performing his duties hereunder, for a period or periods totalling three (3) calendar months in any consecutive period of twelve (12) calendar months, the Team shall be entitled, by written notice to Coach, to terminate forthwith this contract, without prejudice to the rights and remedies of the Team for any breach of any of the provisions herein contained. Upon such termination, Coach's right to receive his compensation and benefits hereunder shall terminate at the end of the monthly accounting period of the Team in which such notice was received.

11. The Team shall have the right to discharge Coach and to terminate this agreement for any of the following causes:

- a) any violation or breach of any of the terms and conditions of this agreement by Coach;
- b) insubordination or excessive use of intoxicants, stimulants or narcotics;

c) the betting of money or anything of value by Coach on the outcome or score of any football game or any athletic contest in any manner whatsoever; and

d) any personal conduct by Coach, on or off the field, which may bring discredit or disgrace to the Team or prejudice the United States Football League or the Team.

Coach agrees that the occurrence of any of the aforementioned causes shall be grounds for his dismissal by the Team and for the termination of this agreement at the option of the Team. Upon receipt of knowledge of the occurrence of any of the aforementioned causes for dismissal, the Team shall, at its option, give written notice in accordance with Paragraph 15 hereof to Coach of its election to terminate this agreement. Upon the giving of said notice, Coach's right to receive his compensation and benefits hereunder shall terminate at the end of the monthly accounting period of the Team in which such notice was received. Failure of the Team to exercise any right, whether granted pursuant to the provisions of this Paragraph 11 or otherwise, after receiving notice of knowledge of any breach of this agreement by Coach, shall not amount to a waiver by the Team of any subsequent breach by Coach of a similar or other nature.

12. Coach agrees at all times to comply with and to be legally bound by all provisions of the Constitution, By-Laws, Rules and Regulations of the United States Football League, and Coach hereby acknowledges that he has read said Constitution, By-Laws, Rules and Regulations, and that he understands their meaning and hereby pledges compliance thereto.

13. In the event that any emergency, such as war, public emergency, strike or mobilization or any other event beyond the power of the Team to control, including dissolution or other termination of the United States Football League or the cancellation or termination of the Team's Miami United States Football League franchise, makes it impractical or prevents the Team from operating its professional football team in any season or seasons within the term of this agreement, the Team shall give written notice thereof to Coach in accordance with the provisions of Paragraph 15 hereof at which time the Team's obligations hereunder shall terminate.

14. This agreement of employment is personal and Coach may not assign all or any part of his rights or obligations hereunder. The Team may assign obligations hereunder; however, such assignment shall not operate to relieve the Team as assignor from any obligations to Coach hereunder, which shall be owing as of the date of said assignment.

15. All notices to be given under this agreement shall be delivered personally or deposited in the United States Mail postage prepaid, registered, addressed to the party as the case may be at the following addresses:

To Team: AMERICAN SPORTS, LTD.
c/o TRANSAMERICAN SPORTS, INC.
Attn: Howard Schnellenberger, President
3250 Mary Street
Miami, Florida 33133

With copy to: Myers, Kenin, Levinson, Frank & Richards, Esqs.
Attention: David S. Kenin, Esq.
1428 Brickell Avenue, Suite 700
Miami, Florida 33131

To Coach: Tom Olivadotti
12035 Southwest 116th Terrace
Miami, Florida 33186

16. In the event that Coach's employment is terminated before the end of this contract for reasons other than those set forth in Paragraphs 10 or 11 hereof, and Coach is entitled to receive his salary pursuant to Paragraph 3 above, the Team is responsible only for the difference in earnings between this contract and the earnings Coach receives from any other form of employment. Coach agrees to make a good faith attempt to seek and/or accept other employment in an attempt to mitigate his damages.

17. This contract shall be subject to the approval of the Commissioner of the United States Football League.

18. This contract shall be construed and enforced in accordance with the laws of the State of Florida and the rules and regulations of the United States Football League. This contract shall not be more strictly construed against one party than against the other merely by virtue of the fact that it has been physically prepared by counsel for one of the parties, both parties having participated in the negotiation and preparation hereof. This agreement (and any riders attached hereto) constitutes the sole and only agreement between the parties hereto concerning the subject matter hereof and all prior agreements and understandings, whether written or oral, are merged herein.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the date and year first hereinabove written.

ATTEST:

Brenda Sharon Lina

AMERICAN SPORTS, LTD.,
a Florida Limited Partnership

BY: TRANSAMERICAN SPORTS, INC.,
Its General Partner

By: *Howard Schnellenberger*
HOWARD SCHNELLENBERGER, President

Tom O'Bradon

COACH

APPROVED:

William J. ...
Commissioner

United States Football League

Dated:

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1984, by and between AMERICAN SPORTS, LTD., a Florida Limited Partnership
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4. Coach shall also be eligible to receive additional monies for playoff participation from either the Team or the League, the extent of which will be determined by the Team.

5. The Team intends to adopt various employee benefit plans for its key employees, which plans will provide health insurance, major medical insurance, disability insurance and pension benefits comparable to those provided by other USFL franchises. Coach shall be entitled to participate in such plans.

6. Coach agrees to devote all of his full working time, talents, attention and special knowledge to the training, coaching, scouting, counseling and conditioning of football players employed by the Team or otherwise and agrees to work under the direction of the President and Head Coach of the Team. Coach also agrees to render other such general services reasonably related to the position of assistant football coach as might be required by the Team.

7. Coach agrees that during the term hereof he will not either directly or indirectly serve as an employee or otherwise, of any professional, semi-professional, university, college, junior college or high school football team, nor shall he perform services as a football official, or act in any advisory capacity to any other football team, athletic organization, college, club or group, with or without compensation, without the prior written consent of the Team.

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b) that the Team shall have the right to use his name, portrait, picture, likeness and game or practice performance in all exhibitions, descriptions and representations of the football games of the Team on the field, or by radio broadcasting, television, telecasting, motion pictures, photograph or other media, and in connection with any and all promotional advertising or trade purposes of the Team and the League with which the Team is associated. It is recognized by Coach that no further compensation is due to Coach other than that set forward in Paragraph 3 above.

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11. The Team shall have the right to discharge Coach and to terminate this agreement for any of the following causes:

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18. This contract shall be construed and enforced in accordance with the laws of the State of Florida and the rules and regulations of the United States Football League. This contract shall not be more strictly construed against one party than against the other merely by virtue of the fact that it has been physically prepared by counsel for one of the parties, both parties having participated in the negotiation and preparation hereof. This agreement (and any riders attached hereto) constitutes the sole and only agreement between the parties hereto concerning the subject matter hereof and all prior agreements and understandings, whether written or oral, are merged herein.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the date and year first hereinabove written.

ATTEST:

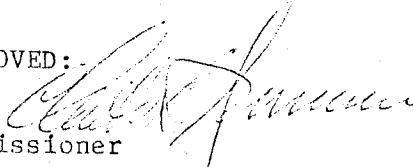


AMERICAN SPORTS, LTD.,
a Florida Limited Partnership

BY: TRANSAMERICAN SPORTS, INC.,
Its General Partner

By: 
HOWARD SCHNELLENBERGER, President

APPROVED:


Commissioner


COACH

United States Football League

Dated: