

This is Exhibit "D" referred to in the affidavit of Samuel Berg sworn before me this 18th day of February

IMPORTANT NOTICE TO PLAYER
 This agreement imposes obligations upon you and others to you certain benefits.

1. Before signing this agreement you should:
 a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement, and make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
 2. The Ontario Hockey League will only approve agreements which are:
 a) written on its standard agreement form;
 b) signed by both the Player and the Ontario Hockey League Club; and
 c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
 3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved within (10) days from the date on which it is actually received in the Ontario Hockey League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations. No Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.

5. Attached to this agreement is the Education and Anti-Doping Policy -- Canadian Hockey League Declaration and Form. This Declaration and Form is to be completed by you in accordance with its terms and delivered to the Team Physician.

NOTICE TO LEGAL ADVISOR
 The Commissioner of the Ontario Hockey League is not empowered to approve agreements, the terms of which have been significantly altered. The Ontario Hockey League requests that you advise the Player fully of all the rights and obligations imposed by this agreement prior to the Player signing the agreement.



ONTARIO HOCKEY LEAGUE

OHL STANDARD PLAYER AGREEMENT FORM

1. PARTIES TO THE AGREEMENT

- (a) Agreement between (Name of Club) Niagara IceDogs (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) Sam Berg ("the Player").
- (b) It is expressly acknowledged and agreed by the parties involved that the relationship between the OHL and the Player is that of an independent contractor. Nothing in this Agreement shall constitute the parties as employer/employee, or as agents, partner, or co-venturers of each other.

It is also expressly acknowledged and agreed that:

- (i) the Player has exceptional skills and abilities with respect to playing hockey;
- (ii) the Club wishes to contribute to the development of the Player's skills and abilities;
- (iii) the OHL and the Player have agreed to enter into this Agreement for their mutual benefit in accordance with the terms and conditions herein; and
- (iv) nothing in this Agreement detracts from the Player's ability to earn income from other sources and activities, during the off season or otherwise, provided such activities do not interfere with the Player's obligations under this Agreement.

2. TERM OF THE AGREEMENT

- a) The Club, under the terms of this agreement, retains the services of the Player for a period of 3 year(s), beginning on the 31 day of August, 20 13 and ending on the 31 day of August, 20 16.
- b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20 16, to extend this agreement and the Term for a further year being the year of the Player's "over-age" eligibility on the same terms and conditions as set out herein.

3. DUTIES OF THE CLUB

- 3.1 The Club shall pay to the Player the fees and provide to the Player the benefits set out in Schedule A attached hereto and made part hereof.
- 3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule A subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.

- 3.3 The Club shall register the Player to a Hockey Canada Playing Card.
- 3.4 The Club shall allow the Player to participate in all try-out camps and games conducted by their respective National Junior Team, Under 18 Team or Under 17 Team, CHL Prospects Game, CHL All-Star Game and any other League sanctioned event under the policies that have been established by Hockey Canada, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement;
- 3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion;
- 3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.
- 3.7 The Club agrees to provide payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed \$500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the player, with such policy naming the player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of \$500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

4. DUTIES OF THE PLAYER

- 4.1 The Player agrees to give his services to the best of his abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey games without the prior consent of the Club, which consent shall not be unreasonably withheld. The Club will consent to participation by the Player in the Hockey Canada Program of Excellence (or any successor program sanctioned by the OHL) provided such participation does not unduly interfere with the Club's ability to obtain a playoff spot, the Club's playoffs or the Club's ability to win a regular season championship.
- 4.2 The Player further agrees to:
 - a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;
 - b) Maintain himself in a good physical condition at all times throughout the Club's season;
 - c) Devote his hockey playing abilities as a hockey player exclusively to the Club during the Term;
 - d) Co-operate and participate in the promotional activities sponsored by the Club and / or the OHL in the best interests of the Club and of hockey;
 - e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;
 - f) Use the equipment and supplies, including without limitation uniforms, skates,

helmets and protective gear provided by the Club in accordance with OHL / CHL agreements;

- g) Use his best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent;
- h) Adhere to the Canadian Hockey League's Education and Anti-Doping Policy;
- i) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and
- j) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

5. PUBLICITY

- 5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's image.
 - 5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.
 - 5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the "Player's Image") and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.
 - 5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.
 - 5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the consideration set forth in the Schedules hereto.
 - 5.6 The Player hereby agrees not to use the Player's image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's the CHL's and / or the Club's written authorization.
- ## 6. ACKNOWLEDGEMENT
- 6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to monies, facilities, equipment, coaching, opportunities and services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.
- ## 6. MEDICAL EXAMINATION
- 6.1 The Player shall prior to the start of each hockey season at the option of the Club, either deliver to the Club a certificate from a medical doctor current-dated stating that the Player is fit to play hockey for the Club or attend before a medical doctor designated by the Club for a complete medical examination.

8. PHYSICAL CONDITION AND INJURY

- 8.1 If the Player is disabled or unable to perform his duties under this agreement he shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).
- 8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no benefits shall be payable for that period under this agreement.
- 8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.
- 8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.
- 8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without benefits.

9. RECOURSES OF THE CLUB

- 9.1 The Player acknowledges that the Player has exceptional and unique skill and ability as a hockey player and that the Player's services to be rendered hereunder are of a special, unusual and extraordinary character and upon any default of the Player of any obligations or duties imposed under this agreement, damages will not be adequate or reasonable compensation at law for the Club and agrees therefore that the Club may, in addition to any other recourse for damages that it may have, obtain injunctive and other equitable relief to prevent a breach of this agreement by the Player, including the right to enjoin the Player from playing hockey for any amateur or professional club; provided that the Club recognizes the right of the Player to play in the National Hockey League ("NHL") pursuant to the NHL / CHL Agreement.

10. TRANSFERABILITY OF AGREEMENT

- 10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.
- 10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no allowance or other financial benefits shall be payable to the Player during the period of such suspension.
- 10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

11. TERMINATION BY PLAYER

- 11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this agreement or in performing any other of the Club's

obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's fees to the date of termination.

12. TERMINATION BY THE CLUB

12.1 The Club may terminate the present agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:

- a) if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
- b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;
- c) if the Player fails, in the sole opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or
- d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.

12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other financial obligations and benefits to the Player immediately cease upon the termination of this agreement by the Club.

12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

13. LOSS OF FINANCIAL BENEFIT DURING SUSPENSION BY CLUB OR LEAGUE

13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, an amount equal to the exact proportion of such fees as the number of days suspension bears to the total number of days of the regularly scheduled games shall be deducted from all allowances and other financial benefits that may be due to the Player under this agreement.

14. LEAGUE CONSTITUTION AND BY-LAWS

14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.

14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

15. APPROVAL BY OHL COMMISSIONER

15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution.

15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

16. TOTAL AGREEMENT

16.1 The parties acknowledge that this agreement and Schedules "A", "B" and "C" attached hereto fully set forth all understandings and agreements between them and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable or of any effect whatsoever unless executed by the Player and an authorized representative of the Club and filed

with the OHL in accordance with the then current OHL Constitution, By-Laws and Regulations.

17. GOVERNING LAW

17.1 This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.

18. HEADINGS

18.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

19. SEVERABILITY

19.1 If any provision of this Agreement be determined to be unenforceable, the invalidity in whole or in part of any such provision shall not affect the remaining provisions of this Agreement which shall continue in full force and effect. Waiver by either party of any such provision of this Agreement shall not constitute a waiver as to any other instances, and any such waiver shall be in writing.

20. ASSIGNABILITY

20.1 Subject to Clause 10 of this Agreement, the rights conferred by the Agreement cannot be assigned, in whole or in part, without the written consent of the other party, which consent can be refused in the sole discretion of the other party.

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties here to have signed and set their seals hereunto this 20 day of August, 2013.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF Jody Durbin, Member of Club, and Signature of Club, Authorized Signing Officer.

(Title: General Manager)

Signature of Player: 3836 Lakeshore Rd. Bramwell, Ont. L6R 1B1

Date of Birth of Player: 10/1/96

Player's Social Insurance Number: S24 163 961

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I/We, Bill & Wendy Duggan, parent(s) or guardian(s) of Sam Brice (the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club Niagara IceDogs (the "Club") hereby acknowledge that:

- 1. This acknowledgment does not form part of the Standard Player Agreement, but is merely related thereto.
2. I/We have read and understand the terms and conditions contained in the Standard Player Agreement.
3. I/We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
4. I/We acknowledge that the Club's contributions under the Standard Player Agreement, including but not limited to monies, facilities, equipment, coaching, opportunities, and services are an essential part in the development of the Player's hockey skills and abilities, and that the Club is making a valuable contribution to the Player in helping him to prepare for sought-after professional hockey positions.
5. After due deliberation and having sought whatever advice I/We deem appropriate, I/We acknowledge that the Standard Player Agreement being signed by the Player is, in all things considered, for the benefit of the Player and I/We approve of it.

Signature of Parent or Guardian

Signature of Parent or Guardian

Date: 8/29/13; Home address of Parent or Guardian: 3836 Lakeshore Rd. Bramwell, Ont. L6R 1B1

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, a member of the bar of the Province / State of _____, hereby acknowledge that:

- 1. I have been consulted by Sam Brice (Player's name) as to the advisability of his signing this Standard Player Agreement.
2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequences of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the Player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or coercion of, from or by the OHL, the Club, or their officers and employees.

(Signature of Lawyer)

WAIVER

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

Signature of Player

APPROVAL BY COMMISSIONER

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at Toronto Ont. 4th day of January 2014

Commissioner of the Ontario Hockey League

NOTE: Agreement must be filed with either Certification or independent Legal Advice or Waiver.

SCHEDULE A**1. FEES**

1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following fees for the Player's services under this Agreement

Season	Amount of Fees	Timing of Payment
1	\$50	Weekly
2	\$50	Weekly
3	\$50	Weekly

1.2 Payment of the fees to the Player shall be made commencing August 31, 2013. Payments shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player's services are not required for the entire period of the regular schedule and playoffs, the allowances to be paid shall be established on a pro rata basis based upon the actual number of days on which the Player's services are provided in relation with the number of days of the entire regular schedule of the Ontario Hockey League.

1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:

- a) The Player's reasonable room and board from the day the Player reports to the Club until the date of the last scheduled game of the Club;
- b) Reasonable traveling, lodging and meal expenses for the Player while traveling on the road for the Club in other than the Club's home municipality; and
- c) The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;
- d) the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;
- e) room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to his Parent's home, or another community to complete schooling;
- f) all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses; and
- g) all benefits provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional benefits as are provided to the other members of the Club including, without limiting the foregoing, the maximum weekly allowance of Fifty Dollars (\$50.00), save and except an overage player who will be entitled to receive a maximum weekly allowance of One Hundred-Fifty Dollars (\$150.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs

2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
- a) training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements;
 - b) professional training, including supervised training periods and coaching in the fundamentals of hockey;
 - c) subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;
 - d) an opportunity to initiate a hockey career (at the end of his Junior career) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;
 - e) appropriate medical supervision for games in which the Player participates on behalf of the Club;

3. PLAYER BONUS BASED ON TEAM PERFORMANCE

- 3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player bonus:
- i) each Player is to be paid One Hundred Dollars (\$100.00) if his team wins the first round of the playoffs;
 - ii) each Player is to be paid an additional One Hundred-Fifty Dollars (\$150.00) if his team wins the second round of the playoffs;
 - iii) each Player to be paid an additional Three Hundred Dollars (\$300.00) if his team wins the 3rd round of the playoffs; and
 - iv) each Player is to be paid an additional Four Hundred-Fifty Dollars (\$450.00) if his team wins the fourth round of the playoffs.



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

STANDARD PLAYER AGREEMENT (THE EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPPLICATE THIS 19 DAY OF August, 2013.

AMONG: **Niagara IceDogs**
(Hereinafter called the "CLUB")

OF THE FIRST PART

AND: **Sam Berg**
(hereinafter called the "PLAYER")

OF THE SECOND PART

AND: **Bill and Wendy Berg**
(hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of St. Catharines, in the Province/State of ON.

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;
- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the term hereof;
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";
- 2.04 to continue the Player's education throughout the Player's Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and
- 3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Contract;

- 4.02 to register the Player to a Hockey Canada Playing Card;
- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League career, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post-secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
- a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books and compulsory fees for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being Brock University (Name of School), up to a maximum of \$ OPEN per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.
 - b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).
 - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the

period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;

- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;
 - f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
 - g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.
- 5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a professional hockey team in the National Hockey League, American Hockey League, or an European team, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

- 6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.
- 6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.
- 6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situated of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

[Signature] WITNESS [Signature] HOCKEY CLUB

[Signature] WITNESS [Signature] PLAYER

[Signature] WITNESS [Signature] PARENT

[Signature] WITNESS [Signature] PARENT



SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT

PERMISSIBLE BENEFITS

1. This Schedule "C" to the Ontario Hockey League Standard Player Agreement (the "**Agreement**") between the Niagara IceDogs Hockey Club and Sam Berg (the "**Player**") amends the terms of the Agreement (including, without limitation, Schedule "B" thereto) and is incorporated into and shall be deemed part of the Agreement. Section references and defined terms contained in this Schedule "C" correspond to those contained in the Agreement. In the event of any conflict between the provisions of this Schedule "C" and the provisions of the Agreement (including any schedules thereto) the provisions of this Schedule "C" shall govern.
2. Notwithstanding any terms of Schedule "B" to the Agreement which are to the contrary, the Club agrees that the Education Package detailed in Clause 5.01 (a) of Schedule "B", consisting of a four (4) year bachelor degree and consisting of the costs of tuition, books, and all compulsory fees shall be irrevocably guaranteed upon the Player playing in one (1) OHL exhibition or regular season game.
3. Notwithstanding Clause 12.1(d) of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto in the event of a suspension of the Player.
4. Notwithstanding Clause 8 of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto even if the Player is injured and unable to play for the Club.
5. The Club shall not be permitted to trade the Player while the Player is in high school without the prior written consent of the Player. The written consent of the Player's parents must also be obtained if the Player is under 18 years of age at the time of the proposed trade.
6. The Player will receive two (2) tickets to each pre-season, regular season and playoff home game and is guaranteed one (1) ticket for each pre-season, regular season and playoff away game.
7. The Club agrees to provide the Player with a local travel of \$200 provided he has a car or the maximum permissible travel allowance for each month of the Club's playing season, including playoffs.
8. The Club will contribute \$500.00 per season toward the premium for a 24 hour, 12 month career-ending disability insurance policy in the name of, and for the benefit of, the Player.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT