This is Exhibit referred to in the

WESTERN HOCKEY LEAGURIDAVIT of \_\_\_\_\_
STANDARD PLAYER AGREEMENT

sworn before me, this

**EXECUTION SCHEDULE** 

commissioner for taking affidavits

Agreement dated effective September 1, 2007

Between the

, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And

, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

### 1. Interpretation:

(a) "Agreement" or "this Agreement" means this agreement between the Club and the Player and is inclusive of the WHL Standard Player Agreement Terms and Conditions Schedule.

(b) The WHL Standard Player Agreement Terms and Conditions Schedule (hereinafter referred to as the "Terms and Conditions Schedule") is hereby incorporated by reference and forms part of this Agreement.

(c) Words and phrases not defined in this WHL Standard Player Agreement have the meaning ascribed to them in the Terms and Conditions Schedule.

(d) The "WHL Scholarship Program" has the meaning ascribed to that term in the Terms and Conditions Schedule.

- 2. Term: Subject to the terms and conditions of this Agreement, the Club hereby retains the services of the Player for a period of five (5) years commencing with the 2007 to 2008 Hockey Season and ending with the 2011 to 2012 Hockey Season (the 'Term'). For the purposes of this paragraph and this Agreement, the "Hockey Season" means that period of time commencing with the start of the WHL's regular season schedule in the month of September in any given year through to and ending in the following calendar year at the end of the later of: (a) the WHL's regular season schedule in the month of March, or (b) the Club's participation in the WHL playoff season should the Club qualify for the WHL playoffs, including the Club's participation, if any, in the Memorial Cup Championship.
- 3. Remuneration: In consideration of the Player providing his services as a hockey player and otherwise to the Club, and in further consideration of the Player playing hockey exclusively for the Club during the Term of this Agreement, the Club agrees, subject to the limitations, restrictions, provisions and exceptions contained in this Agreement:
  - (a) to pay or reimburse or cause to be paid, as the case may be, the Player an allowance (the "Allowance") as follows, in the currency of the country where the Club is located, in accordance with the regulations of the WHL in place from time to time:

HOCKEY SEASON 2007 to 2008		ALLOWANCE (dollars/month) \$ 160.00/month		
2008 to	2009	\$ 180.00/month		
2009 to	2010	\$ 200.00/month		
2010 ,to	2011	\$ 240.00/month		
2011 to	2012	\$ 600,00/month *overage year		

- (b) to pay or reimburse or cause to be paid, as the case may be, the reasonable expenses in accordance with the provisions of Article 2 of the Terms and Conditions Schedule associated with the following:
  - (i) the Player's room and board;
  - (ii) the Player's travel expenses incurred:
    - 1. for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season:
    - 2. in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
    - 3. for one return trip during the Christmas holiday season of each Hockey Season from the city where the Club is located to his normal and regular place of
  - (iii) the Player's enrollment in a high school or post-secondary educational institution, for the fall and winter term, including tuition fees, compulsory student fees and textbooks directly related to the Player's course of study; and
  - (iv) tutors and educational advisors as deemed reasonably necessary to assist the Player in his academic studies during the fall and winter term.

# 4. WHL Scholarship Program:

- (a) In accordance with the provisions of Article 3 of the Terms and Conditions Schedule, the Club agrees to pay or reimburse or cause to be paid, as the case may be, the Player's educational expenses to enroll in and attend a designated publicly funded post secondary educational institution based on the assessment for a full-time student, following completion of the Player's WHL playing career, including tuition fees, compulsory student fees, and textbooks directly related to the Player's course of study of which payment will be made in the currency of the country where the designated publicly funded post-secondary institution is located in accordance with tuition and fees published in the official calendar of that year.
- (b) The Player designates the following publicly funded post-secondary educational institution in a province of Canada or a state of the United States of America where the Player normally and regularly resides, as the "designated post-secondary educational institution" for the purposes of paragraph 3.1 in the Terms and Conditions Schedule;

# University of Alberta (Name of Post Secondary Institution)

- 5. Binding Commitment: The parties hereto hereby accept and agree to the terms, conditions, covenants, agreements and obligations of each other set forth and contained in this Agreement.
- 6. Time: Time shall be of the essence of this Agreement.
- 7. Entire Agreement: This Agreement, inclusive of the Terms and Conditions Schedule which is incorporated herein by reference and forms part hereof, constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any oral and prior agreements, undertakings, declarations, representations and warranties, written or verbal, between the parties hereto.
- 8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the province of Canada or the state of the United States of America, as applicable, where the Club is located.
- 9. Acknowledgement: Each of the Player and, if applicable, the Player's parent or guardian who is a signatory to this Agreement, acknowledges that he has read, and understands the contents of this Agreement.

WHL 16/06/03

In Witness Whereof, the parties have executed this Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB:

PLAYER:

Note: In the Provinces of Manitoba, Saskatchewan and Alberta and the States of Washington and Oregon, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of eighteen (18) years. In the Province of British Columbia, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of nineteen (19) years.

PARENT OR GUARDIAN OF PLAYER:

APPROVED BY WESTERN HOCKEY LEAGUE:

WHY

Ron Robison WHL Commissioner August 15, 2007
Date of Execution

Signature - WHL Commissioner

WHL Office Address: #1 - 3030 Sunridge Way NE, Calgary, Alberta, Canada T1Y 7K4 Phone No: (403)693-3030 Fax No: (403)693-303



#### **WESTERN HOCKEY LEAGUE** STANDARD PLAYER AGREEMENT

## **ADDENDUM**

Amending	Agreement	dated	effective	September	1ªt ,	2007
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Between the Lethbridge Hurricanes, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

- 1. Statement of Principle: Notwithstanding the provisions of paragraph 7 of the WHL Standard Player Agreement, this Amending Agreement is supplemental to and amends the agreement dated September 1, 2007 (the "Agreement") between the Club and the Player. The provisions of the Agreement are conclusively deemed to have been amended, modified and supplemented by this Amending Agreement.
- 2. Construction: This Amending Agreement and the Agreement shall have effect as far as practicable as though the provisions hereof and thereof were contained in one instrument.
- 3. Amendments: The Agreement shall be and is hereby amended, modified and supplemented as follows: Article 3.1 a) I) - Upon playing in a WHL exhibition game or regular season game during the 2007-2008 season this agreement will be activated and will be entitled to a full year of WHL Scholarship monies. Upon participating in a WHL exhibition or regular season game in any subsequent season. will be entitled to a full year of WHL Scholarship monles up to a maximum of five years will be deemed ineligible for trade until the completion of his normal high Article 8 school graduation year (June 30, 2009) provided he is an active roster player of the Lethbridge Hurricanes Hockey Club.

In Witness Whereof, the parties have executed this Amending Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB	Date of Execution: September 1 <sup>st</sup> , 2007  Signature - Authorized Signing Officer  Date of Execution: September 1 <sup>st</sup> , 2007			
Lethbridge Hurricanes WHL Member Club				
PLAYER				
Signature Player	Witness as to Signature of Player			
PARENT OR GUARDIAN OF PLAYER	Date of Execution: September 1 <sup>st</sup> , 2007			
Signature - Player's Parent or Guardian	Witness as to Signature			
APPROVED BY WESTERN HOCKEY LEAGUE	•			
Signature - WHL Commissioner	Date of Execution: Au6 (SE 15, 20 67			