June 8, 2010

Dear

This is Exhibit referred to in the

affidavit of Andrew 5. C

sworn lyetore me, this_____

day of furnary, 20 15

A commissioner for taking affidavits

This letter will serve to outline the terms and conditions of the agreement between the "Player"), and the to have to

Player as a playing member of the Club.

Commencement and Term of Engagement

The Agreement will commence on June 12, 2010 and will include the 2010-2011, 2011-2012, 2012-2013 and 2013-2014 seasons.

The Player will report to the Club at the start of the Club's training camp in August 2010.

No Trade Without Consent

The Player will sign a playing card exclusively with the Club and will be a member of the Club.

The Club will not assign, grant, gift, trade, release, loan or sell the Player's playing rights to any other club/team without the Player's written consent.

Post-QMJHL Education Assistance

After the Player's QMJHL career the Club will provide Educational Assistance to the Player in the amount of US\$23,750 per year for four (4) years while the Player attends an accredited college or university on a full-time basis.

Upon receiving official notification of the Player's enrolment as a full-time student at an accredited university or college Club will make payment of US\$11,875 to the player. Upon receiving official notification the Player has enrolled in the second term as a full-time student Club will pay additional US\$11,875 to the player. These semi-annual payments by the Club will continue for four consecutive years while the player is a full-time university or college student. Total Educational Assistance will not exceed US\$95,000.

Player agrees that he will begin his full-time university or college studies no later than the year of his 23rd birthday. Player and Club agree that if Player signs a contract with a National Hockey League Club, Player forfeits all Educational Assistance due under this agreement. Player becomes eligible to receive all Educational Assistance once he plays one game with the Club provided he remains available to play for the Club during the four seasons commencing with the 2010-11 season. Player will be deemed to be available to play if he is unable to play due to injury or illness, suspension, or in the event that the Player falls, in the opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a player with the Club.

In addition, the Player may be eligible for, subject to the rules of the QMJHL, a further educational grant amount per season (the "League Package"). The amount is currently valued at C\$5,000 per season (minimum of 20 games played per season in the QMJHL) for a maximum of four years. In the event the player qualifies for the League Package the Club's obligation under this agreement will be reduced by the amount Player receives from the League Package. In the event Player is eligible for the League Package player agrees to complete any documentation necessary to become eligible for League Package.

Medical

The Club will provide and cover the costs of a health insurance policy, covering both hockey-selated and non hockey-related injuries or illnesses, as per normal Club policy.

In-Season and Off-Season Education Costs

The Club will cover and provide, as per normal Club policy, the enrolment costs which shall include tultion, books and other fees for the Player to attend a sultable academic institution while the Player is with the Club. Club will purchase a laptop for Player's use. Such educational costs, which would include costs associated with both High School and/or Post-Secondary classes, shall be in addition to the US\$95,000 payment for Post-QMJHL Education costs stipulated in this Agreement.

Parental Travel

The Club will provide US\$3,000 per season to defray costs of Player's family to travel to Halifax during the time the Player is with the Club.

Living Accommodation (Billeting)

The Club will provide to the Player for his entire period of stay a suitable billet family.

'Release' Costs

The Club will cover any reasonable costs associated with the 'release' of the Player from his previous Club.

Summer Training/Fitness

The Club will provide to the Player the services of the Club trainer for fitness support and guidance during the time the Player is with the Club.

In addition the Club will provide to the Player an allowance of US\$2,500 per season commencing with the summer of 2010 to be used to defray the costs of the Player's off-season conditioning.

Equipment

The Club will provide to the Player any playing equipment, as per normal Club policy, during the time the Player is with the Club.

Salary/Bonus

The Club will provide to the Player any salary/bonus according to the Club's existing policies during the time the Player is with the Club. In the event the Player is with the Club for the 2013-2014 season Player will receive the compensation mandated for 20-year-old players pursuant to league and Club policies.

Career-ending Disability Insurance

The Club will reimburse the family for the cost of a mutually-agreed upon career-ending Disability Policy providing an insurance payout of C\$250,000 which will be in place commencing the first day of the Club's 2010 Training Camp and will remain in place while the Player is a member of the Club.

Player's Obligations

The Player agrees that he will be available to play for the Club commencing in August 2010.

The Player agrees to train to the best of his abilities mentally and physically and to carry himself as an elite level athlete both on and off the ice.

Governing Law

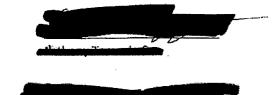
This Agreement shall be construed, Interpreted and enforced according to the laws of the Province of Nova Scotia, Canada.

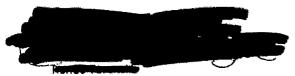
Confidentiality

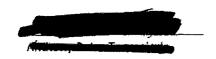
Both parties agree that the contents and details of this Agreement shall remain personal and confidential as between the parties at all times and forever.

If the above terms and conditions are acceptable please sign below.

Date	
Date	







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