

Court File No. CV-14-514423

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

SAMUEL BERG

Plaintiff

- and -

CANADIAN HOCKEY LEAGUE, ONTARIO MAJOR JUNIOR HOCKEY LEAGUE,
ONTARIO HOCKEY LEAGUE, WINDSOR SPITFIRES INC., LONDON KNIGHTS
HOCKEY INC., BARRIE COLTS JUNIOR HOCKEY LTD., BELLEVILLE SPORTS
AND ENTERTAINMENT CORP., ERIE HOCKEY CLUB LIMITED, GUELPH STORM
LIMITED, KINGSTON FRONTENAC HOCKEY LTD., 2325224 ONTARIO INC.,
NIAGARA ICEDOGS HOCKEY CLUB INC., NORTH BAY BATTALION HOCKEY
CLUB LTD., GENERALS HOCKEY INC., OTTAWA 67'S LIMITED PARTNERSHIP,
THE OWEN SOUND ATTACK INC., PETERBOROUGH PETES LIMITED.,
COMPUWARE SPORTS CORPORATION, SAGINAW HOCKEY CLUB, L.L.C., 649643
ONTARIO INC c.o.b. as SARNIA STING, SOO GREYHOUNDS INC., 1056648 ONTARIO INC.,
KITCHENER RANGER JR A HOCKEY CLUB, and SUDBURY WOLVES HOCKEY CLUB
LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, C.6

**AFFIDAVIT OF DENISE BURKE
(SWORN NOVEMBER 14, 2015)**

I, Denise Burke, of the City of St. Catharines, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am part-owner and President of the Niagara IceDogs, and, as such, have knowledge of the matters contained in this affidavit.
2. Where my knowledge is based on information obtained from others, I have so indicated and believe that information to be true.

OVERVIEW

3. In this affidavit, I provide evidence on the following matters:
 - (a) **Background:** I briefly outline my background and how I became involved with the IceDogs.
 - (b) **Ontario Hockey League:** I briefly outline my view on the history and evolution of the league, as well as discuss the motivation of owners around the league.
 - (c) **Owning the Niagara IceDogs:** I discuss the team's finances and the financial difficulties that the team has experienced over my years as owner. I also briefly outline my role as an owner of the team.
 - (d) **The IceDogs in the Community:** I give a brief history of the team and discuss the role the team has played in the St. Catharines and Niagara community.
 - (e) **Player Experience:** I provide an overview of a player's path to the OHL, the player experience in Niagara and discuss the variability that exists for players in terms of their academic commitments, involvement in community engagement activities, hockey development and training, and other aspects of their development and training.
 - (f) **Sam Berg:** I respond to relevant portions of the affidavit filed by the proposed representative plaintiff, Sam Berg, in support of this motion.
 - (g) **Consequences of this Class Action:** I outline the consequences for the team if the team were required to treat players as employees.

BACKGROUND

4. I have been co-owner of the IceDogs since 2007 when the team moved to the Niagara region from Mississauga. My husband, Bill Burke, and I each own 50% of the team, which is operated through a private Ontario corporation, Niagara IceDogs Hockey Club Inc.
5. Prior to owning the IceDogs, Bill and I owned a successful printing company in Toronto.
6. Despite being run through a corporation, only Bill and I make ownership decisions related to the operation of the IceDogs. We treat the team as an extension of our family, which

includes our sons, Joey and Billy. Joey is the team's Assistant General Manager and Billy, who is a former Ontario Hockey League player for the Barrie Colts, is the team's Assistant Coach.

7. We have made every effort to build a culture and atmosphere that welcomes and supports our players and staff every year. We take pride in how well we treat our players and consider each and every player to be part of our extended family.

THE ONTARIO HOCKEY LEAGUE

The Evolution of the OHL

8. The Ontario Hockey League ("OHL") is one of three leagues operated under the umbrella of the Canadian Hockey League ("CHL"). The OHL has consistently been one of the top developmental leagues for the National Hockey League ("NHL"). In the most recent 2015 NHL Draft, 96 of the 211 players drafted were from the CHL, with 17 of those picks being in the first round. Of the 17 CHL first round picks, seven players were selected from the OHL. The complete results from the 2015 NHL Draft are attached as **Exhibit "A"**.

9. Through my discussions with long-standing OHL owners, it is my understanding that the league has significantly evolved, for the better, since its inception. Players were once pushed through the league without much consideration for their well-being or education. There were no Standard Player Agreements ("SPA") and no enforced scholarship benefits. The benefits and support players received were drastically different than what the players experience today.

10. Today, the OHL is considerably different, for the better. The OHL is not only one of the premier hockey developmental leagues in the world, but the league and its member teams are in the business of supporting, caring for and developing young men into positive members of society. In the eight years since my family purchased the IceDogs, we have seen owners, general managers and coaches act as surrogate parents for the over twenty boys they take in every September for training camp.

11. The main driving force for the OHL has, of course, always been hockey development. The league and its teams want to develop players into great hockey players that have a chance to make it to the NHL or other professional ranks. However, hockey development is far from the

only thing that OHL teams provide to their players. There has been a steady increase in parental and player expectations that the teams develop these boys into educated, ethical and morally sound young men. These expectations have led to the type of surrogate parental relationship that teams now have with their players.

Ownership Motivation

12. It is my understanding through my attendance at OHL Board of Governors meetings, discussions with my husband Bill and my discussions with other owners that, in general, most OHL teams either make a nominal profit, break even, or lose money on a yearly basis. It is also my understanding that the majority of OHL owners – possibly all – have purchased their respective teams without a view to profit or to become wealthy. Owners understand the financial risks of purchasing an OHL team, but do so anyways because of other motivations such as their love for hockey, their desire to be involved in sports, their own backgrounds as former OHL or NHL players, or a desire to make a difference in their communities.

13. Based on our league's overall history of profitability (or lack thereof), OHL owners, including myself and Bill, are not in the business of earning profits. Choosing to own an OHL team with a view to making a profit or becoming wealthy would be a very poor business choice. Certainly, we knew that we wouldn't become rich owning a team, but seeing that this is our only business (i.e. we don't have a secondary business to fall back on) we have always hoped that we would at least be able to break even and at least make more than we spend, otherwise sooner or later the "Bank of Burke" will run dry.

OWNING THE NIAGARA ICEDOGS

Financial Performance

14. As discussed, Bill and I did not purchase the IceDogs with hopes of becoming wealthy. At best, our hope was to break even or possibly make a small profit. That being said, we are not in the financial position to lose money year after year. We hope to one day make more than we spend, while continuing to invest our money and time to develop our team and players.

15. The reality is that we have lost money almost every year that we have owned the IceDogs. The two exceptions are our championship year in 2011-2012 and the most recent season in 2014-2015. The reason we were able to profit in both these years is primarily because of additional revenue from ticket and concession sales during playoff games. We were also able to turn a small profit this past year because we moved into a new arena and generated extra excitement and revenue from the move. These losses every year are suffered without Bill or I ever drawing a salary from the team and without accounting for any contingent liabilities, such as future scholarship payments to former players.

16. On average, each season, the IceDogs generate approximately \$2,700,000 in revenue. Revenues consist of ticket sales, marketing and advertising, concessions, retail, sponsorship, Memorial Cup revenue and World Junior Championship revenue. As discussed, our revenues can be affected by additional playoff games or additional Memorial Cup revenue. In general, our expenses each season range from \$2,700,000 to \$2,900,000. Expenses consist primarily of game-day costs, equipment and supplies for the players, salaries to coaches and staff, player development, team travel and team meals. Our player development expenses largely consist of education payments paid to former players using their scholarships, as well as current education payments being paid to current players for tuition, tutors, translators and books.

17. We estimate that we spend, on average, approximately \$46,000 a year on each player. This estimate includes the cost of coaching, scouting, billet payments, expense reimbursements, disability health premiums, travel home reimbursements, scholarship payments, off-season training reimbursement, equipment costs, free game tickets and hotels/meals while travelling with the team. The actual amount spent on each player varies because each player makes use of the benefits we provide in a different manner. For example, some players will receive extra academic tutoring or some players will have higher travel home expenses than others.

18. Despite our consistent financial losses, we are happy to continue running the team and spending our money on our players. Bill and I both understand that we will not become wealthy through our ownership and operation of the IceDogs. We continue to operate at a loss because we truly do enjoy being involved in the OHL. Before buying the IceDogs, Bill and I had a choice between retiring or fully operating an OHL team – we chose to spend all of our time running the

team because we wanted to make a difference in the boys' lives and give back to our surrounding community through the team.

Our Role as Owners

19. Bill and I have never drawn a wage or salary as compensation for running and operating the IceDogs. As discussed earlier, our motivation in purchasing this team never was to earn a profit – we have lost money almost every year. We, of course, hope to one day make enough of a profit so that we do not bankrupt ourselves, but we never have and never will expect to become wealthy from the IceDogs. Our motivation is, and will continue to be, the success and development of our players as hockey players and people.

20. We have paid staff such as a General Manager, Assistant General Manager, Head Coach, Assistant Coach (one for forwards and one for defensemen), Goaltending Coach, Athletic Therapist, equipment manager and business staff. We endeavor to have the highest quality coaching, training, mentoring and medical attention available to our players at all times.

21. Bill and I take pride in being very hands-on with the team. Sam Berg's affidavit (which I will discuss in greater detail below) discusses the degree of control that the team has over the players. He seems to suggest that the level of control that the team has over the players is an indicator of an employment relationship. Creating an employment relationship and managing the players as the team's employees is not the reason that the team exerts control over the players.

22. Instead, the team exerts control over the players primarily to ensure their safety and well-being while the players are in the care of the team and billet families. We do this to fulfill our commitment to the players' parents that we will keep them safe, happy and healthy, while also ensuring they achieve their education and hockey objectives. We ensure that the players are provided with the greatest hockey development possible and are able to maximize their chances of success.

23. We prefer to be at the rink with the team every day. Our offices are steps away from the players' dressing room and rink. I thoroughly enjoy interacting with the players on a day-to-day basis. Put simply, Bill and I care for them as we would our own children.

THE ICEDOGS IN THE COMMUNITY

History of the IceDogs

24. The IceDogs are one of twenty currently active OHL teams. The IceDogs have been in the Niagara region since 2007 when the Mississauga IceDogs were relocated to Niagara. We purchased the IceDogs from Eugene Melynko in 2007 and began playing in the Jack Gatecliff Arena in St. Catharines. We played in this arena for seven years before moving into the brand new state-of-the-art Meridian Centre. We are entering our second season playing at the Meridian Centre.

25. We are coming off a successful 2014-2015 season where we clinched a playoff berth and won our first round matchup against the Ottawa 67s before losing in the OHL quarterfinals to the Oshawa Generals.

26. We also enjoyed a successful developmental year, seeing two of our players drafted into the NHL entry draft. Over the last two NHL drafts, six IceDogs players have been drafted, including one first round pick (Brendan Perlini, 12th overall in 2014 to the Arizona Coyotes) and two second round picks (Graham Knott, 54th overall in 2015 to the Chicago Blackhawks; Vince Dunn, 56th overall in 2015 to the St. Louis Blues).

Community Integration

27. Over the past eight years, the IceDogs have become an integral part of the St. Catharines and Niagara community.

28. When the IceDogs arrived in Niagara, the team began playing at the Jack Gatecliff arena. The arena was first built in 1932 and was most recently renovated in 1996. It was an older building, but it served the team well for seven years. Nonetheless, Bill and I worked with the City of St. Catharines to build a new facility, the Meridian Centre. It was unclear whether the City was going to pay for the new facility and the decision was sent to a vote by the City Council. The project was going to cost approximately \$50 million and it had to be determined if it was the right choice for the community. In an area that is predominantly middle class and seniors, we believed that the City would reject the proposal. However, we advocated for the

facility and the City and community saw the value in what the IceDogs brought to the region and the vote was passed.

29. The Meridian Centre is owned by the city of St. Catharines and has helped rejuvenate the downtown St. Catharines area. Securing the new arena involved a fundraising campaign to raise \$5 million of the total \$50 million cost to build the arena. Bill and I donated \$1 million to the fundraising campaign in March 2014 and were given naming rights to the road that semi-circles the arena. We decided to name the road “IceDogs Way” in support of our team, reflecting the importance the team and arena have in the community. Attached as **Exhibit “B”** is a news article published by the St Catharines Standard regarding the arena and our donation.

30. The IceDogs are extremely active in the Niagara region and community. As a team and organization, we strive to be a positive member of the community. We make visits to schools to speak to students about the importance of education, teamwork and healthy living. We have recently spearheaded an anti-bullying campaign.

31. One of the IceDogs’ main community initiatives is the Project Shutout Hunger initiative. Project Shutout Hunger is an extension of the Coach4Food program that was started by Tom Hedican in North Bay in 2005 and has grown from raising 1,000 pounds of food the first year to over 100,000 pounds of food a year ago. The IceDogs organization works with local minor hockey teams to help collect food and cash donations to go to local food banks. In return, the IceDogs invite the top fundraising team to join the IceDogs for our New Year’s Eve game where we will recognize their efforts. The top fundraising team will also have the chance to have a pair of IceDogs players join them for a practice at some point during the year.

32. The IceDogs also take part in an annual community skate, in partnership with RBC. The RBC Community Skate program involves the IceDogs visiting different community rinks across the Niagara region. The team conducts an open practice for the fans to watch and once the practice is over, all those in attendance are invited to participate in a complimentary community skate with the IceDogs players. The fans have an opportunity to meet and interact with the players and team mascot, Bones.

33. The IceDogs community calendar changes weekly as community visits are always being added. We have approximately 100-150 community visits per year.

THE PLAYER EXPERIENCE

34. As part-owner of the IceDogs, I am committed to ensuring that each player receives the personalized support and attention they need while with the team. We endeavor to provide them with anything they need to succeed and feel supported while they are with us during their OHL career.

35. Through my frequent interactions with our players over the last eight years, I can confidently state that the vast majority of our players are happy to be here with us. They enjoy their hockey playing experience, as well as the educational, community and social experiences they receive while with the team. In my eight years with the team, I can only recollect two or three instances where a player was upset. These issues usually stem from parental pressure or unrealistic expectations that manifest in the player's actions and behaviour.

36. The following will outline the various paths a player can take to the OHL; the IceDogs' team composition and how it varies from year to year; the time commitment of our players to the IceDogs and surrounding community; our team's relationship with the players' families; the players' community involvement; and the extensive support and benefits provided to the players by our team. Even though all benefits and supports are equally made available to all players, each player has a unique experience with the team, dependent on their own needs, strengths and weaknesses.

Players' Path to the OHL

37. As both the mother of a former OHL player and a current owner of an OHL team, I am very familiar with the path a player needs to take to arrive in the OHL.

38. In general, most players who are selected to play in the OHL have been playing hockey since their early childhood years. In Ontario, children begin playing competitive hockey as early as three years old.

39. For example, in the Toronto region, there exists the Greater Toronto Hockey League (“GTHL”). The GTHL is a minor level ice hockey organization that consists of several playing levels for children aged nine and older. Children begin in “Minor Atom” at the age of nine and can continue as far as “Juvenile” which consists of players aged 17-20. Attached as **Exhibit “C”** is the GTHL age chart for the upcoming 2015-2016 season.

40. While playing in the GTHL, players are separated into different competitive categories. House League is the least competitive, followed by Select, A, AA and AAA. AAA is the most competitive level of minor league hockey for children aged 9-16.

41. To play in the GTHL, players must first pay a league registration fee. Player registration fees alone can be as high as \$8,000 per player on a AAA GTHL team. In addition to the registration fee, parents and players must pay for the following:

- (a) equipment (top of the line equipment can cost approximately \$4,000 per player; and \$8,000 if the player is a goalie);
- (b) meals;
- (c) off-season training;
- (d) personal trainers (with ice-time, this can range between \$240 and \$425 per hour);
- (e) additional tournament fees;
- (f) travel to games; and
- (g) accommodations for out-of-town games.

42. Further to these costs, while in the GTHL, players do not receive any education benefits or scholarship packages.

43. Attached as **Exhibit “D”** is an article from the Toronto Star in 2013 that discusses these costs. The article estimates that the annual cost for an AAA player in the GTHL is between \$10,000 and \$15,000 per year.

44. A player will typically spend approximately eight years in the GTHL, playing at the AAA level, before moving on to a Junior A league. In Ontario, the Ontario Junior Hockey

League (“OJHL”) is the most logical next step after the GTHL for players who wish to continue playing hockey at a highly competitive level. The OJHL consists of teams mostly located in the Greater Toronto Area, but also has one team in the United States (Buffalo) and a few teams further away from Toronto, such as Kingston.

45. While playing in the OJHL, players are provided with equipment and the teams pay travel costs. However, the league still operates on a “pay-to-play” model, requiring all players to pay a fee for each season they play in the league. The fee varies per team, but can range between \$4,000 to \$8,000 per player, per year. Attached as **Exhibit “E”** is a news article detailing the “pay-to-play” model as instituted by the OJHL in 2013.

46. The top players from minor leagues (like the GTHL) or Junior A leagues, like the OJHL, can then be selected into the OHL. Once a player enters the OHL, there is no league registration fee and there is no “pay-to-play” model. In fact, there is absolutely no payment required on the part of players or parents in the OHL to play in the league. Moreover, as discussed in more detail later in this affidavit, OHL players receive a wide array of benefits and supports that are not available in lower leagues (such as scholarship benefits, character development, academic counselling and community engagement opportunities).

47. One significant difference between the various junior hockey leagues and minor hockey leagues in Canada is the skill level of the participating players. Players who play Major Junior hockey in the CHL are the most skilled players within their respective age group. The skill level of players in Junior A leagues is lower than in the CHL, and the skill level of players in Junior B leagues is lower than in Junior A leagues.

48. The other significant difference between alternative junior/minor hockey leagues and the CHL is the range of benefits received by players and payments required by players and their families. As detailed above, outside of the CHL, most other hockey alternatives require significant payments from players (or, more realistically, their parents) to play hockey. These payments come in the form of registration fees, tournament fees, equipment, travel, meals, education and more. No alternative league to the CHL offers the type of robust education package and scholarship benefit that players are entitled to when playing in the CHL, or at all.

Further, no alternative league offers the same level of support, supervision and commitment to character development as the CHL.

49. However, other than these two significant differences, the players in all of these leagues make the same commitments as do the players in the CHL. Players in lower or parallel leagues to the CHL commit to adhere to a team's practice schedule, workout schedule and training schedule. These schedules include multiple practices and games every week. Scheduled games and tournaments often require travel out-of-town. The players commit to maintain exceptional physical health and fitness, follow directions from their coaching staff and spend time at team facilities during practice, training and games. Boys playing AAA hockey in the GTHL minor league can be traded, as can boys playing Junior A in the OJHL.

50. These types of obligations on players in minor and junior hockey, exerted by the team, are essential in developing players' hockey skills, with a view to consistently improving and possibly becoming professional athletes.

51. These types of obligations are typical in any type of competitive amateur sport.

Team Composition

52. For the 2015-2016 season, we have 24 players on our roster, and we carry all 24 players to each game. We dress 20 skaters per game. Of these 24 roster players, 17 are from Ontario, five are from the United States and two are from Europe (Russia and Denmark). A maximum of three players will be 20 years old and the rest of the team will be between the ages of 16-19.

53. Approximately half of the team was selected by the IceDogs through the OHL Priority Selection that takes place in June every year. The remaining players joined the team either through trades from other OHL teams or were selected outside of the OHL Priority Selection.

54. 18 of our players live in billet homes and six live locally with their parents.

55. We currently have seven players in high school and 13 players taking post-secondary classes.

56. Each year, the composition of the team varies drastically. This variation results in different skill levels, different levels of education and different personalities. These variations mean that each player has different needs every year. Our team ensures that we use our resources to provide each player with personalized support that is catered specifically to their educational, hockey and character development needs.

Time Commitment

57. Each week of the OHL season is different. Each player spends varying hours participating in a wide range of activities. The IceDogs' game, practice and travel schedule also varies from year to year. However, the following gives an example of a "typical week" in the life of an IceDogs player.

58. We make our facilities available to the players every day. Depending on multiple factors (holidays, fatigue, busy schedules etc.) our coaching staff decides which days the players will have off during the week. During the current season, the team generally has two or three games per week, three practice days and at least one day off, sometimes two or three days off, depending on the schedule.

59. On non-game days, we practice from 2:00PM to 3:30PM. We have ice time available from 2:00PM to 4:00PM, so sometimes our practices start closer to 2:30PM if there are any delays in players arriving at the rink. However, regardless of when our practices start, they never run longer than one-and-a-half hours, sometimes less. If in high school, the player will attend school in the morning until 1:00PM and then join us at the rink for practice. If a player is not in high school, we ask him to arrive at the arena gym for a 9:00AM to 10:00AM workout. This helps get the players out of bed and allows them to start a productive day, while also acting as a preventative measure for injuries. After the workout, the non-high school players will have free time to eat, play video games or do school work – there are no scheduled team activities until the whole team practices at 2:00PM.

60. After our practice, our players will have some time to cool down. Prior to having our new facilities at the Meridian Centre, we would then sometimes complete an additional one-hour workout in the gym or at our White Oaks facility nearby from 4:00PM to 5:00PM for the high

school players who did not participate in the morning workout. Now, with our new facility, the players workout at our gym at the Meridian Centre.

61. In sum, on a non-game day, the players have a one-and-a-half hour practice and a one-hour workout for a total of two-and-a-half hours of team activities.

62. Game day schedules on the road will vary drastically. However, the typical home game schedule usually involves no mandatory activity until 5:00PM, when the players arrive at the rink. The team will have a pre-game video session, which involves watching and critically analyzing previously recorded footage of the IceDogs or other OHL teams playing hockey, in preparation for the coming game. The players will then play the night's game from 7:00PM to 9:20PM, have a short post-game meeting and are usually home by 10:00PM. This totals approximately five hours of team activities on home game days. Road games will include additional travel time.

63. In addition to hockey activities, the players take part in occasional community activities. These activities do not amount to more than three or four hours a month, are voluntary, and not every player participates in every activity. In my experience with the team, I have found that the players enjoy these community activities and are happy to volunteer to participate in more events. I discuss the players' community involvement in more detail below.

Team's Relationship with the Players' Families

64. As I have mentioned, I am the mother of a former OHL player. I therefore understand and appreciate the responsibility that each OHL team has to the parents and families of players, both from a parent's perspective and an owner's perspective.

65. Many players move hundreds or thousands of kilometers away from their families when they decide to play in the OHL and for the IceDogs. The players' parents are entrusting the team and billet families with their son's well-being. In order to ensure that the players are safe and taken care of, certain controls are necessary, including curfews and other rules imposed by the billets and team. For example, we have a 10:30PM curfew for our players. They are required to call in to one of our staff from their billet house to ensure they are safe every night. Players who

live locally with their parents, like Sam Berg did, are also required to call in to ensure they are home and safe by 10:30PM.

66. Most importantly, the team has a solid and trusting relationship with the players' families. As a team, we ensure that we interact with players' families before the season begins and discuss what the team can do to make their son feel safe, comfortable and supported throughout the season. We also discuss how we can better develop their sons into competitive hockey players, good students and positive members of society. Each player requires varying levels of attention and support – our relationship with the families helps us cater our resources to address these varying needs.

67. We have an ongoing relationship with the players' families throughout their time with the IceDogs because we truly understand how important it is for each parent to feel comfortable about entrusting us with their son for up to five years of their teenage life. I briefly discussed my role as a female owner and mother of a former player in an interview with the St. Catharines Standard in 2008, attached as **Exhibit "F"**.

68. Attached as **Exhibit "G"** is the IceDogs' Billet Policy Manual from 2013-2014. This manual is given to every billet family before the start of each season. The team meets with the billet families and goes through these manuals. The manuals contain a significant amount of information regarding how to treat, communicate and work with the players during the season. In essence, we task the billet families with treating the players as their own children, making sure they eat well, they attend school, they do their homework, they refrain from bad habits like drugs and alcohol and that they are accommodated for any unique needs they may have. The manual contains meal suggestions and nutritional information to help billets prepare healthy and nutritious meals for the players. The manual also contains a full and detailed season calendar that shows when the players will be at practice, at games, on road trips, at community events and social events. The calendar does not factor in off-days given to our players because, as discussed above, they vary every week. Therefore, the calendar reflects when our facilities are available on non-game days, but the players do not practice on every single non-game day. The billet manual also contains contact information and phone numbers for all members of the IceDogs staff, including owners, coaches, managers, trainers and coordinators.

69. We monitor billet families and their relationships with the players throughout the season to make sure each player is being treated well and accommodated as needed.

The Players' Integration with the Community

70. IceDogs players are treated like celebrities in our community. Since the team's arrival in the Niagara region, our players and team have spent considerable effort to connect with the Niagara and St. Catharines community. As discussed earlier in my affidavit, the IceDogs participate in several community activities such as school visits, community skates and other appearances that vary from year to year.

71. While the purpose of the players' community involvement is designed to assist and give back to the community, this involvement is also designed to add to the players' development as contributing members of society. Players embrace these activities and seek out opportunities to become involved.

72. Community events are highly encouraged. We set up a rotation so that every player has the opportunity to participate, while not taking up too much time from any one individual player. We rotate the appearances around as we believe it is in the players' best interests to learn how to interact with people and become actively involved in the community. We think that players can only benefit from these community interactions, possibly allowing them to make connections that lead to a future job and teaching them essential life skills. Notwithstanding this, if a player were to let us know that he did not want to participate in a certain event, we would not force him to do so.

73. However, in my time with the team, there has never been an issue with a player who did not want to participate in the community events or who failed to show up to a particular event. Nor has there been any complaints from players regarding their participation in these events, other than what is stated in Sam Berg's affidavit in support of this proposed class action. The players seem to enjoy the events and many of the players have taken the initiative to independently find ways to give back to their fans and their community. For example, we have initiated a new anti-bullying campaign this year, and several of our players have already

approached me volunteering to be spokespersons. Some of the community initiatives we work on include:

- (a) sponsorship of the newly named special needs hockey team, the Jr. IceDogs;
- (b) spearheading an anti-bullying campaign in the Niagara region;
- (c) organizing a Teddy Bear Toss to support the Niagara Regional Police Victim Services;
- (d) working with Safety Village to create a training building so that 7,000 to 10,000 children from junior kindergarten to grade eight can learn about health and safety tips;
- (e) significant involvement in Crime Stoppers Niagara;
- (f) organizing Pink in the Rink to raise money for the fight against cancer;
- (g) adopting approximately 50 elementary schools in the region to allow children, who may not get the chance otherwise, to attend an IceDogs game;
- (h) participating in the Support Walk a Mile in Her Shoes event to help bring an end to violence against women; and
- (i) supporting the United Way annual Hockey Night in St. Catharines.

Player Support, Education and Benefits

74. Both Bill and I operate the IceDogs with the mindset that the players should not have any out-of-pocket expenses while with the team. We provide everything we possibly can for the players and treat them as our own adopted children. As I've mentioned, we have been trusted by their parents to fully and responsibly take care of them. We take this responsibility very seriously.

75. We provide and adhere to the standard benefits outlined in each player's SPA. However, we are able to offer variations in respect of certain benefits. For example, we are able to offer scholarship packages that vary the length of the player's education benefits. We negotiate the terms of these education benefits with the players, their parents and agents. This results in a

tailored scholarship package that meets or often exceeds the OHL's guaranteed minimum scholarship terms.

76. We do not coordinate with other teams when negotiating these scholarship benefits or any other additional benefits. The OHL has implemented guidelines that detail what benefits are impermissible, but the league does not dictate which enhancements (a no-trade clause, for example) are to be included in specific player SPAs – this is decided by each player and his respective team. While negotiating the benefits of a player's SPA, we are not negotiating an employment relationship, nor are we trying to hide an employment relationship.

77. The players also receive much more than what is outlined in their SPAs while with the IceDogs. The following will outline the various aspects of the player experience with the IceDogs, including the player's experience with:

- (a) hockey development;
- (b) education;
- (c) counselling and character development; and
- (d) social activities.

Hockey Development

78. As discussed above, each player brings a unique personality and level of talent to the team. Some players will have a good chance of one day being drafted by an NHL team and playing in the NHL, and others have a chance to play in a professional league other than the NHL. There are also some players that are unlikely to ever play professional hockey. Each year, the number of players on the IceDogs that fall under these various skill categories is different. A player's chances of making the NHL can vary from year to year depending on how he previously developed in lower level leagues, how he developed during the current or upcoming season, how other players in the league develop relative to each other, whether they get injured, and whether their goals and focus on hockey development changes.

79. While the team is devoted to ensuring that each player is provided with all of the tools that he needs to develop his hockey skills to the fullest, some proactive and more enthusiastic

players may seek additional training or ice time. The team makes its workout and team facilities available to the players for most of the day, so some players will choose to spend their down time working out or training in the off-ice facilities at the arena when others will not. Therefore, the time each player spends on hockey development, each day and each season is unique to each specific player and, in significant part, depends on what he decides to do.

80. To ensure that each player has the opportunity to be the best hockey player possible, the IceDogs' arena contains the most top-of-the-line training equipment, medical equipment and in-game technology. This includes a dressing room and player lounge that is consistently maintained and updated, heart monitors, an ice tub for players to use after games, a yoga instructor, skate and stick machines and top-end technology that the team and players can use while in-game and post-game to analyze their performance.

81. We also provide top-of-the-line equipment to players. Players receive brand new equipment every single year they are with the IceDogs. This includes two pairs of skates, multiple stick options and all other protective equipment. Over the off-season, players are able to take this equipment home with them to use during off-season training. When the player completes his overage year in the OHL, the equipment is his to keep.

82. In accordance with the players' SPA, we also provide players with a \$1,000 off-season training reimbursement. This allows the players to train, prepare and develop in the off-season without incurring significant personal costs.

Education

83. As outlined above, 20 of our 24 players are in school, with seven in high school and 13 taking post-secondary courses. The four players who are not taking post-secondary courses have chosen not to take further courses despite our encouragement.

84. As touched upon above, as an organization, we are aware that it is our duty to ensure that every player who joins our organization is given the guidance and resources to maximize his educational potential. We realize that not all players will go on to lucrative professional hockey careers. Therefore, we do everything in our power to ensure that those who do not advance to the NHL or other pro leagues leave the team with a well-rounded education to fall back on.

85. We place a strong emphasis on academics and take pride in our education and school enforcement. The league encourages academic achievement, and some of our players have been recognized with awards. Four of our players have won the OHL Ivan Tennant Award as top academic player in the league: Alex Friesen (2008), Freddie Hamilton (2009), Dougie Hamilton (2010) and Steve Dhillon (2015). Dougie Hamilton also won the Bobby Smith Trophy as the Scholastic Player of the Year in 2011.

86. As outlined in the players' SPAs, we pay all education costs during the season. We ensure that all academic costs (tuition, books, fees) incurred while an active member of the hockey club are paid for in full. We also make education payments for scholarships offered through the players' SPAs for former players.

87. The IceDogs have a very close relationship with our local high-school, Governor Simcoe Secondary School. Mr. Tim Tope is a teacher and guidance counsellor at the school and is also our team's Academic Advisor. Tim has held this role for over eight years and is dedicated to both education and hockey. All high-school-aged players attend Governor Simcoe and benefit from Tim's support. He makes himself accessible to the players at all times should they require help with any of the courses they are enrolled in and offers advice on selecting a post-secondary stream of study. Tim coordinates the players' selection of classes and works out any conflicts or transfer credit issues that may exist between their schedule at Governor Simcoe and their home city's school. Our assistant coach, Dave Bell, also visits the school multiple times a week to check on the player's academic progress and liaison with Tim. Parents also receive monthly grade and comment updates from the school. Over the past eight years, with Tim's assistance, we are very proud of our team's 100% high school graduation rate.

88. The IceDogs also have a close relationship with Niagara College and Brock University. Our staff work with post-secondary players and these institutions to help the players choose courses that interest them and fit their schedules.

89. That said, the team is aware of the difficulties that players face in trying to make time for their school work, particularly as the season goes on. To assist the players in this regard and create some discipline and structure around their schooling, the team engages tutors to hold

tutoring sessions for individual players or groups of players whenever needed. The use of tutors will vary for each player, depending on their needs and difficulties.

90. One example of our focus and emphasis on education is Andrew Agozzino. Andrew is a former IceDogs player who last played with us in 2012. Andrew was our first ever selection when we purchased the team and played his entire five years in the OHL with us. Andrew went undrafted in the NHL draft, but still ended up signing a professional contract with the American Hockey League's ("AHL") Lake Erie Monsters, an affiliate of the NHL's Colorado Avalanche. Under his OHL SPA, signing a professional contract disentitles the player to his scholarship benefit. However, Andrew had hoped to complete his education if it didn't work out for him in the AHL, and approached Bill and me about honouring his education scholarship, even though he had signed a professional contract. We agreed to honour his full scholarship benefit if it did not work out for him after one year in the AHL, despite not being required to do so under the SPA. We did not want to come in the way or interfere with a young man's intentions to better his education.

Counselling, Support and Character Development

91. The goal of developing highly skilled hockey players on the ice and young men of character off the ice is something we strive to achieve with each new group of players that enters our organization. Joining the IceDogs means joining our family. We take it upon ourselves to ensure that each player is as good a person, or better, when they leave the team than when they arrived.

92. We address any medical needs the players may have, regardless of whether they are covered by any insurance policies. As an example, our former captain, Luke Mercer, was a fifth year player with the IceDogs during the 2014-2015 season. He suffered an unfortunate knee injury early on in the season, tearing several ligaments that required surgery. He was advised by doctors that he would not be medically cleared to play again that season, and because that was his final season in the OHL, he would not play another OHL game. Despite this, our team allowed Luke to stay in Niagara, rehabilitate with the team, and travel with the team to games. We continued to pay Luke's rehabilitation costs, we paid for him to continue living with his billets and we paid all training and medical costs. We also continued to pay his overage

\$900/month reimbursement. We wanted to do the right thing by keeping Luke integrated with the team and supporting him with anything he needed. Luke is now using his OHL scholarship benefit, attending Ryerson University.

93. In addition to medical support, we also provide players with character development training. Members of the community come and speak to our players about various topics. For example, the Niagara Regional Police speak to our players about not drinking and driving; we have sponsored a special needs hockey team that our players mentor; and we have initiated an anti-bullying campaign that our players address throughout the region with the help of community leaders. These supports are available to all players equally. However, they are received and used differently by each player depending on their own personality, strengths and weaknesses.

94. The IceDogs make a concerted effort to always do what's right for our players and make them better people. One thing Bill and I always tell our team every year is that people may forget what you said, but they will always remember how you made them feel – make others feel positively and you will be better for it.

Social Activities

95. In addition to hockey development, education and character development, we also implement social activities to help our players relax, rest and bond as a team. We often have team-building activities like go-karting, rock climbing, team dinners, movie nights. Some of these social events are team organized, and others are organized by the players themselves and paid for by the team. The team's social events will vary every year, but for the standard events such as the kick-off barbecue to start the season and the holiday party in the winter.

96. As mentioned earlier, we try to ensure that players have no out-of-pocket expenses. Players will never have to spend any of their own money on meals when they are with the team. We provide players with holiday gifts every year. On longer road trips, especially during the playoffs, Bill and I provide the players with extra pocket cash that is additional to their SPA reimbursement money. This will allow the players to take part in activities on the road in different cities without having to spend their own money.

SAM BERG

97. I have reviewed Sam Berg's affidavit in support of the certification motion. There are a number of inaccuracies in his evidence which I address below. In addressing these inaccuracies, I have received and reviewed e-mail correspondence and other documents from other members of the IceDogs staff and management. I believe these documents to be accurate and true and have made reference to them below.

98. Sam's affidavit contains inaccuracies in his discussion of the following:

- (a) the signing and approval of his SPA;
- (b) his departure from the IceDogs;
- (c) the team's travel and player time commitment;
- (d) attendance at "promotional events";
- (e) the team's provision of equipment;
- (f) the IceDogs' revenues; and
- (g) player reimbursements.

99. The IceDogs selected Sam Berg in the 14th round of the OHL Priority Selection of 2012. Sam played on the IceDogs summer team where he showed promise and potential. Our General Manager, Marty Williamson, met with the Berg family in August 2013 to discuss Sam's signing of an OHL SPA to join the IceDogs for the coming season. Sam signed a three-year OHL SPA with the IceDogs in August 2013.

100. Sam played a total of eight games for the IceDogs from September 2013 to December 2013. Sam's hockey statistics are attached as Exhibit E to Sam's affidavit in the Plaintiff's Motion Record.

Signing and Approval of Sam's SPA

101. The scholarship benefit for each OHL player can be negotiated and is outlined in Schedule C of the OHL SPA. Some players will negotiate to receive a one-year scholarship benefit for every one year they play in the OHL. Others, like Sam, will negotiate a four-year

scholarship benefit so long as they play one game in the OHL. Despite this variance, there are some common terms and conditions to each player's package. The scholarship benefit no longer becomes enforceable or available if a player signs a professional contract (in the NHL, for example), as per clause 5.02 of the SPA, Schedule B. Further, the scholarship benefit becomes void if the player quits the team, as per clause 12.1(a) of the SPA, Schedule A.

102. Sam's affidavit discusses his contract negotiations and ultimate signing of the OHL SPA with the IceDogs. At paragraph 22 of Sam's affidavit, he states that his contract was not signed and approved by the OHL until January 17, 2014. He hypothesizes that the IceDogs did not send his contract for league approval because they were afraid his scholarship benefit would not be approved by the league. This is untrue. The following is an accurate depiction of the signing and approval process.

103. Our General Manager, Marty Williamson, has informed me that he negotiated with Sam's family, and Sam signed an OHL SPA on August 21, 2013. The original signed SPA, with the unapproved and void Schedule C, is attached as **Exhibit "H"**.

104. Joey Burke, our Assistant General Manager, has informed me that once the contract was signed, he sent the contract for approval to the OHL league offices. It is standard practice for Joey to send all new contracts to the league for approval as soon as possible. This occurred on October 28, 2013.

105. On that same day, October 28, 2013, the OHL contacted our General Manager, Marty Williamson. Marty has informed me that the league told him that they could not approve Sam's SPA because of abnormalities in the wording of Clause 2 in Schedule C with reference to the scholarship benefit. Sam's contract had two issues:

- (a) the word "irrevocable" was included - this was never included in any other IceDogs Schedule C that I had ever seen; and
- (b) the following standard wording had been deleted: "pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement."

106. Joey has informed me that he sent an e-mail to Jeff Jackson, Sam Berg's agent¹, to let him know that Schedule C needed these amendments prior to the contract being approved by the league. Joey specifically explained that Clause 2 required the wording "pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement" because this would ensure Sam could still collect his scholarship benefit if he were to become injured while playing for the team, was suspended or did not demonstrate sufficient skill and ability to deserve a position as a player with the club. The inclusion of this wording was to ensure conformity to OHL policy with regards to the guaranteeing of SPAs. This e-mail is attached as **Exhibit "I"**.

107. Joey has informed me that he did not hear from Jeff Jackson for several weeks. Joey then sent a follow-up e-mail on December 13, 2013 to Mr. Jackson asking whether he had looked at the revisions and was able to get the Berg family's signatures on the revised Schedule C. This e-mail is attached as **Exhibit "J"**.

108. Joey has informed me that Mr. Jackson then contacted him via telephone and let him know that the Berg family had agreed to the revised Schedule C and was going to receive their signatures shortly. Joey relayed this information to Ted Baker at the OHL league office on December 17, 2013. This e-mail is attached as **Exhibit "K"**.

109. Joey has informed me that on December 19 and 20, he once again followed up with Mr. Jackson regarding the signing of the revised Schedule C because the league office required it as soon as possible. These e-mails are attached as **Exhibit "L"**.

110. Joey has informed me that on December 20, 2013, he once again e-mailed Ted Baker at the OHL league office to update him. He explained to Ted that he had been relentless in phoning and contacting Sam's agent to finalize the amendments and obtain the signed Schedule C. This e-mail is attached as **Exhibit "M"**.

111. Joey has informed me that on December 30, 2013, he once again followed up with Mr. Jackson asking for any updates with regards to Sam's Schedule C. This e-mail is attached as

¹ Agents are often retained by future OHL players to represent them in SPA negotiations. However, players who plan to pursue other alternatives to hockey such as the NCAA, CIS, Junior A or B also retain agents to negotiate a scholarship and other benefits. It is my understanding that agents are not paid the same way as professional athletes pay their agents. Agents will agree to represent an amateur athlete in hopes that if the player becomes a professional athlete, they will retain the agent and the agent will then get paid a percentage of the player's professional earnings.

Exhibit "N". Mr. Jackson replied on the same day recommending that Joey call Bill Berg, Sam's father, directly. This e-mail is attached as **Exhibit "O"**.

112. Joey has informed me that on December 31, 2013, he sent the revised Schedule C, signed by all parties, to Ted Baker at the OHL league offices. This e-mail is attached as **Exhibit "P"**.

113. Sam's revised, fully signed and approved SPA is attached as **Exhibit "Q"**.

Departure from the IceDogs

114. Sam inaccurately depicts the events of his departure from the IceDogs at paragraphs 30 to 33 of his affidavit. Sam quit the team, which triggered clause 12.1(a) of his SPA, Schedule A. This clause reads:

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.

115. Sam began the season playing for the IceDogs in September 2013. He was not a regular player in our lineup. As a team, we are tasked with playing our best players each game, and unfortunately, Sam was not consistently one of our best players. Sam was unhappy with his lack of playing time. Our General Manager, Marty Williamson, has informed me that he approached Sam and explained to him that there were other options Sam could pursue to further develop his hockey skills, such as playing Junior B hockey for the St. Catharines Falcons. Marty explained that Sam could spend some time with the Falcons, work on his game and then possibly re-join the team when he was ready.

116. Sam did not receive this advice well. He immediately demanded a trade from the team. Marty accepted his request and made Sam available for trade. Marty has informed me that he spoke to Sam's father once Sam requested a trade and told him that he would do his best to trade him, despite the fact that there was not much league interest. When no team wished to trade for Sam, Marty then placed Sam on waivers. This meant that any OHL team could claim Sam and place him on their roster for a \$1,000 fee. Ted Baker from the OHL league office has informed

me that this is a standard transfer fee that has always been in place. While on waivers, no OHL team claimed Sam.

117. Marty has informed me that when he explained to Sam that he had not been claimed by any other team, Sam once again became emotional. He told Marty that he wished to play in the United States Hockey League (“**USHL**”). Marty explained to Sam that if he wished to join the USHL, he would be, in effect, quitting the team and would no longer be a part of the IceDogs or the OHL. Because Sam was only 17 years old, and our team wanted to make sure his parents were well informed, Marty has informed me that he also spoke to Sam’s father, explaining the consequences if Sam were to leave the OHL and join the USHL’s Sioux City Muskateers. Marty explained that if Sam left, he would lose the benefits outlined in his SPA, including his scholarship benefit. Sam still decided to leave the OHL and join the USHL. The IceDogs worked out a release agreement with the USHL, and agreed to release Sam to the USHL for \$2500. However, before the release agreement was signed by both the IceDogs and USHL, the head coach of the Sioux City Muskateers, Jay Varady, informed Joey that Sam was no longer joining them. Sam had just contacted the USHL to inform them that he was quitting hockey altogether. Joey has informed me of this conversation with Jay Varady. A copy of the release agreement is attached as **Exhibit “R”**.

118. Based on this information, we believed that Sam had quit playing hockey. We next heard about Sam when we discovered he had signed with the Junior B St. Catharines Falcons. Marty has informed me that he was contacted by Frank Girhiny, the head coach of the Falcons, to inform the IceDogs of the signing. Sam signed with the Falcons without any involvement of the IceDogs. Sam played eight games with the Falcons from November to December 2013. During this time, Sam also played two games for the IceDogs because the IceDogs were suffering from several injuries and needed a fill-in for two games. It is standard practice for OHL teams to sometimes call up Junior B players to fill-in for injured players if the team is short. Marty has informed me that he made it clear to Sam that he was not playing for the IceDogs full-time and that he was just a fill-in player for a couple of games.

119. In December 2013, Sam informed the Falcons that he no longer wanted to play hockey because he thought he deserved more ice time and deserved a bigger role on the team. He told

the Falcons that he was either quitting hockey or he wanted to be traded. On December 17, 2013, the Falcons traded him to the Thorold Blackhawks, another Junior B team. Attached as **Exhibit "S"** is an e-mail from Frank Girhiny, the General Manager of the Falcons to Joey Burke, outlining Sam's time with the Falcons. Joey has informed me about this e-mail from Frank.

120. While with Thorold, Sam played four games. Bryan Kelly, the coach of the Blackhawks, informed Joey about Sam's time with the team. Joey has informed me of his e-mails and conversations with Bryan. During the fourth game, Sam received a 10 minute penalty for checking from behind in the final minutes of the third period. This resulted in an automatic one-game suspension. Sam was upset by this penalty and suspension. After the game, he packed up his equipment and gear and informed Bryan Kelly that he was unhappy with his role on the team and was quitting hockey for the rest of the year. Bryan Kelly confirmed to Joey that there was no injury sustained by Sam during his final game with the Thorold Blackhawks on January 2, 2014. When Bryan Kelly contacted Sam during the summer of 2014 to inquire whether he would be reporting to training camp for the 2014-2015 season, Sam informed Bryan that he was now playing rugby, was no longer interested in playing hockey and that he would not be attending training camp. An e-mail from Bryan Kelly to Joey Burke outlining these events is attached as **Exhibit "T"**.

121. On August 22, 2014, the IceDogs invited Sam to attend their 2014 Training Camp. Sam did not reply, further supporting the position that he had quit from hockey. The invitation e-mail sent to Sam is attached as **Exhibit "U"**.

122. When Sam quit the team, he forfeited his scholarship benefit under the terms of his SPA. Notwithstanding this fact, Ted Baker of the OHL league office decided that we would still provide Sam with one year of his scholarship benefit. This decision was made prior to the start of this litigation.

Team Travel and Player Time Commitment

123. The description of the team's game schedule and travel in Sam's affidavit is misleading and inaccurate.

124. At paragraph 35 of his affidavit, Sam states that the 2013-2014 season consisted of 75 regular season games. This is incorrect as our season consists of 68 regular season games.

125. At paragraphs 44 to 47 of his affidavit, Sam states that the team left for its road trip to Kingston, Belleville and Ottawa on Thursday, September 26th, 2013 and returned to St. Catharines at 4:00AM on Monday, September 30th, 2013. This is incorrect. Our team left for Kingston on Friday, September 27th, 2013. We played in Kingston on that Friday, played in Belleville on Saturday, September 28th, 2013 and played in Ottawa on Sunday, September 29th, 2013. The Sunday game in Ottawa began at 2:00PM and ended at approximately 4:20PM. We left Ottawa at 5:00PM for the six-hour drive back to St. Catharines. We arrived home at 11:00PM on Sunday, September 29th, 2013. The final seven pages of the IceDogs Billet Manual, attached as **Exhibit “G”**, contain the September 2013 calendar as provided to Billet families for the 2013-2014 season. It clearly shows that the team did not travel to Kingston on Thursday, September 26th, but rather travelled on Friday. It also shows that the Sunday game in Ottawa began at 2:00PM.

126. At paragraph 48 of Sam’s affidavit, he incorrectly states that the team would be “practicing, training or playing games 7 days a week.” As outlined earlier in my affidavit, we have at least one off-day a week, sometimes more. At paragraphs 37-38 of Sam’s affidavit, he states that on non-game days, the team practices on the ice for one-and-a-half hours and completes an additional two-hour workout from 4:00PM to 6:00PM. As outlined earlier in my affidavit, we have one-and-a-half hour practices on the ice, and an additional one-hour workout after the practice for the players in high school. Our practice schedule can be seen in the season calendar provided to billet families in the IceDogs Billet Manual, attached as **Exhibit “G”**.

Attendance at “Promotional Events”

127. As I have previously stated in my affidavit, our team participates in community events aimed at integrating our players and team within the community, while also giving back to the community that supports us every year. Sam’s affidavit discusses “promotional events” that he says he was required to attend while playing for the team. His description of these events is inaccurate for a number of reasons.

128. Firstly, and most importantly, because of his short time with the team, Sam himself never participated in any community events for our team. Our community events for the 2013-2014 season took place after Sam had already left the team in October 2013.

129. Secondly, at paragraph 49 of Sam's affidavit, he makes reference to the Ice Dogs Annual Golf Classic. Every year, the IceDogs support a golf tournament to help kick off training camp and our season. I do not consider this event a community event held during the season, but rather a social event held prior to the season. Sam attended this social event, but described it inaccurately. The Golf Classic is an opportunity for members of the community to meet IceDogs players and is also an opportunity for IceDogs alumni to return to the community and catch up with friends and family. It is a meet-and-greet for the players as well, since they have spent the entire summer apart and enjoy getting together before the season begins. Sam incorrectly states that the players acted as caddies for the golfers – this could not be further from the truth. The players only participated in a meet and greet with the golf players and other corporate sponsors. Sam also incorrectly states that “we were also asked to sign approximately 100 hockey sticks which I understood the Ice Dogs would be giving out to sponsors and selling at various auctions and other events for a profit.” In fact, players were asked to sign several hockey sticks throughout the meet-and-greet that were eventually donated to charities. These charities raffled off these sticks and used the money to support their charitable initiatives.

130. Lastly, I have no idea what Sam is referring to at paragraph 50 of his affidavit. He states that he would “attend events at local bars and restaurants where I was told by Ice Dogs management to pay close attention to the season ticket holders and sponsors and make them feel comfortable.” The IceDogs have never held community events at a bar or restaurant. That is not our style, and we would never ask players to do this. Our community events involve school visits, community skates and other events aimed at supporting and integrating with the community.

The Team's Provision of Equipment

131. Sam incorrectly describes the team's provision of hockey equipment to the players. At paragraph 58 of his affidavit, Sam incorrectly states that “I did not receive any other hockey equipment such as skates or protective padding.”

132. As outlined above, the team provides each player with two pairs of skates, multiple stick options, that cost several hundreds of dollars each, and all other protective equipment (helmets, gloves, padding). The team gives this equipment to the players and does not require that it ever be returned, unless the player quits the team. Moreover, the team makes these purchases each year, so if a player returns for multiple seasons with the team, they receive new equipment each season. The only exceptions are when some players are superstitious and wish to keep some of their equipment from the previous year, by choice. This is allowed only if we deem the equipment to be in proper condition.

133. Sam received all of his hockey equipment from the team including sticks, gloves, helmet and protective padding. The only equipment he used that was not from the team was his skates. We take measurements for each player when they join our team and order custom skates based on their measurements. He did not receive skates from us because he had already left the team before his custom order skates arrived. When he left the team, because he had quit, he was required to return his equipment to us.

IceDogs' Revenues

134. Sam incorrectly describes the team's ticket revenues at paragraph 68 of his affidavit. Sam estimates the IceDogs ticket revenue for the 2013-2014 season to be \$2,032,840, with an average ticket price being approximately \$20. In reality, the ticket revenue for the IceDogs in 2013-2014 was \$1,079,361, with an average ticket price of \$10.62. In arriving at his estimate, Sam failed to take into account season ticket holder discounts, complimentary tickets that the team hands out through community initiatives every year and complimentary tickets that all billets and parents receive.

Player Reimbursements

135. At paragraph 66 of his affidavit, Sam states that some players were being paid more than the league standard and more than what is set out by the league's rules. This is incorrect and does not happen in Niagara. We have never issued reimbursements to players that are higher than the standard amounts outlined in the SPAs. We would suffer severe consequences from the league offices if we were to do so. To the best of my knowledge, no other OHL team does this either.

CONSEQUENCES OF THIS CLASS ACTION

136. If the IceDogs were required to pay its players' minimum wage, the consequences of this additional expense item would be catastrophic. The only way that the team could continue to operate would be for the team to re-allocate funds spent on other player benefits (scholarship benefit, equipment, social events, training, facilities) to minimum wage payments. There is also the risk that the team would have to be shut down if these additional payments were required. As I have discussed, Bill and I do not wish to become wealthy from owning the IceDogs. However, if we lose enough money to place us on the verge of bankruptcy, we simply would not be able to afford keeping the team.

137. The reduction in educational, hockey development and character development benefits would be significantly harmful to the players. The players would be receiving minimum wage, but they would no longer benefit from having the best hockey developmental experience in the world with top-of-the-line coaching, facilities and equipment. Players would potentially lose out on fully paid scholarship benefits. The atmosphere, personality and purpose of the OHL would be significantly altered, after being a staple in the hockey world for so many decades.

138. If the IceDogs were shut down, there would also be significant harm to the community. As I've stated several times, the community has significantly benefited from the IceDogs' involvement here in St. Catharines and Niagara. The IceDogs support every major and minor charity in Niagara, we sponsor a special needs hockey team, we raise money for the fight against cancer, we support events to end domestic violence and women's violence, and we are heavily involved with Crime Stoppers Niagara. The new arena and facility has promoted tourism and other community events. The community events that the team organizes have helped bring the community together and has stimulated economic growth in the Niagara region. In my heart, I know that there would be a huge void in the Niagara Region if the IceDogs left town.

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SWORN BEFORE ME at the City of St.
Catharines, in the Province of Ontario
on November 14, 2015



Commissioner for Taking Affidavits

IRFAN KARA



DENISE BURKE



TABA

2015 NHL Draft

Year All Draft Teams Position Select Position 1 Go >

2015 - Round: 1

Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
1	1	1	EDM	Connor McDavid	C	CAN	6' 0"	195	OHL	Erie
1	2	2	BUF	Jack Eichel	C	USA	6' 2"	196	H-EAST	Boston University
1	3	3	ARI	Dylan Strome	C	CAN	6' 3"	185	OHL	Erie
1	4	4	TOR	Mitchell Marner	C	CAN	5' 11"	160	OHL	London
1	5	5	CAR	Noah Hanifin	D	USA	6' 2"	203	H-EAST	Boston College
1	6	6	NJD	Pavel Zacha	C	CZE	6' 3"	210	OHL	Sarnia
1	7	7	PHI	Ivan Provorov	D	RUS	6' 0"	201	WHL	Brandon
1	8	8	CBJ	Zachary Weterenski	D	USA	6' 2"	206	BIG10	U. of Michigan
1	9	9	SJS	Filmo Meier	RW	CHE	6' 1"	209	QMJHL	Halifax
1	10	10	COL	Mikko Rantanen	RW	FIN	6' 3"	211	FINLAND	TPS
1	11	11	FLA	Lawson Crouse	LW	CAN	6' 4"	215	OHL	Kingston
1	12	12	DAL	Denis Gurianov	RW	RUS	6' 3"	192	RUSSIA-JR.	Tigliatti 2
1	13	13	BOS	Jakub Zboril	D	CZE	6' 0"	184	QMJHL	Saint John
1	14	14	BOS	Jake DeBrusk	LW	CAN	5' 11"	174	WHL	Swift Current
1	15	15	BOS	Zach Senyshyn	RW	CAN	6' 1"	192	OHL	Sault Ste. Marie
1	16	16	NYI	Matthew Barzal	C	CAN	5' 11"	175	WHL	Seattle
1	17	17	WPG	Kyle Connor	LW	USA	6' 1"	177	USHL	Youngstown
1	18	18	OTT	Thomas Chabot	D	CAN	6' 1"	180	QMJHL	Saint John
1	19	19	DET	Evgeny Svechnikov	LW	RUS	6' 1"	199	QMJHL	Cape Breton
1	20	20	MIN	Joel Eriksson Ek	C	SWE	6' 2"	184	SWEDEN	Farjestad
1	21	21	OTT	Colin White	C	USA	6' 0"	183	USHL	USA U-18
1	22	22	WSH	Ilya Samsonov	G	RUS	6' 3"	203	RUSSIA-JR.	Magnitogorsk 2
1	23	23	VAN	Brock Boeser	RW	USA	6' 0"	191	USHL	Waterloo
1	24	24	PHI	Travis Konecny	C	CAN	5' 9"	175	OHL	Ottawa
1	25	25	WPG	Jack Roslovic	C	USA	6' 0"	182	USHL	USA U-18
1	26	26	MTL	Noah Juulsen	D	CAN	6' 1"	174	WHL	Everett
1	27	27	ANA	Jacob Larsson	D	SWE	6' 2"	191	SWEDEN-JR.	Frolunda Jr.
1	28	28	NYI	Anthony Beauvillier	LW	CAN	5' 10"	173	QMJHL	Shawinigan
1	29	29	CBJ	Gabriel Carlsson	D	SWE	6' 4"	183	SWEDEN-JR.	Linkoping Jr.
1	30	30	ARI	Nicholas Merkley	RW	CAN	5' 10"	191	WHL	Kelowna

This is Exhibit A referred to in the
affidavit of...Dense Burke
sworn before me, this 14th
day of November 2015

A COMMISSIONER FOR TAKING AFFIDAVITS

2015 Round: 2

Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
2	1	31	SJS	Jeremy Roy	D	CAN	6' 0"	188	QMJHL	Sherbrooke
2	2	32	ARI	Christian Fischer	RW	USA	6' 1"	212	USHL	USA U-18
2	3	33	TBL	Mitchell Stephens	C	CAN	5' 11"	188	OHL	Saginaw
2	4	34	TOR	Travis Dermott	D	CAN	5' 11"	197	OHL	Erie
2	5	35	CAR	Sebastian Aho	RW	FIN	5' 11"	172	FINLAND	Karpat
2	6	36	OTT	Gabriel Gagne	RW	CAN	6' 4"	186	QMJHL	Victoriaville
2	7	37	BOS	Brandon Carlo	D	USA	6' 5"	196	WHL	Tri-City
2	8	38	CBJ	Paul Bitner	LW	USA	6' 4"	204	WHL	Portland
2	9	39	COL	AJ Greer	LW	CAN	6' 3"	204	H-EAST	Boston University
2	10	40	COL	Nicolas Meloche	D	CAN	6' 2"	204	QMJHL	Baie Comeau
2	11	41	NYR	Ryan Grigg	LW	CAN	6' 2"	187	WHL	Seattle
2	12	42	NJD	MacKenzie Blackwood	G	CAN	6' 4"	215	OHL	Barrie
2	13	43	LAK	Erik Cernak	D	SVK	6' 3"	207	SLOVAKIA	Kosice
2	14	44	TBL	Matthew Spencer	D	CAN	6' 1"	203	OHL	Peterborough
2	15	45	BOS	Jakob Forsbacka-Karlsson	C	SWE	6' 0"	190	USHL	Omaha
2	16	46	PIT	Daniel Sprong	RW	NLD	6' 0"	180	QMJHL	Charlottetown
2	17	47	WPG	Jansen Harkins	C	USA	6' 1"	182	WHL	Prince George
2	18	48	OTT	Filip Chlapik	C	CZE	6' 1"	196	QMJHL	Charlottetown
2	19	49	DAL	Roopé Hintz	LW	FIN	6' 3"	191	FINLAND	Ilves
2	20	50	MIN	Jordan Greenway	LW	USA	6' 6"	218	USHL	USA U-18
2	21	51	BUF	Brendan Gadle	D	CAN	6' 1"	184	WHL	Prince Albert
2	22	52	BOS	Jeremy Lauzon	D	CAN	6' 1"	193	QMJHL	Rouyn-Noranda
2	23	53	CGY	Rasmus Andersson	D	SWE	6' 0"	212	OHL	Barrie
2	24	54	CHI	Graham Knott	LW	CAN	6' 3"	190	OHL	Niagara
2	25	55	NSH	Yakov Trenin	C	RUS	6' 1"	194	QMJHL	Gatineau
2	26	56	STL	Vince Dunn	D	CAN	5' 11"	187	OHL	Niagara
2	27	57	WSH	Jonas Siegenthaler	D	CHE	6' 2"	220	SWISS	Zurich
2	28	58	CBJ	Kevin Stenlund	C	SWE	6' 3"	205	SWEDEN-JR.	HV 71 Jr.
2	29	59	ANA	Julius Nantmen	C	FIN	6' 1"	191	FINLAND-2	JYP 2
2	30	60	CGY	Oliver Kylington	D	SWE	6' 0"	185	SWEDEN	Farjestad
2	31	61	TOR	Jeremy Bracco	RW	USA	5' 9"	173	USHL	USA U-18

2015 - Round: 3

Round	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
3	1	62	NYR	Robin Kavacs	RW	SWE	6' 0"	159	SWEDEN-2	AIK
3	2	63	ARI	Kyle Capobianco	D	CAN	6' 1"	178	OHL	Sudbury
3	3	64	TBL	Dennis Yan	LW	USA	6' 1"	184	QMJHL	Shawinigan
3	4	65	TOR	Andrew Nielsen	D	CAN	6' 3"	207	WHL	Lethbridge
3	5	66	VAN	Guillaume Brisebois	D	CAN	6' 1"	175	QMJHL	Acadie-Bathurst
3	6	67	NJD	Blake Speers	C	CAN	5' 11"	181	OHL	Sault Ste. Marie
3	7	68	TOR	Martins Dzirkals	LW	LVA	5' 11"	169	RUSSIA-JR.	Riga 2
3	8	69	CBJ	Kevan Kolesar	RW	CAN	6' 1"	217	WHL	Seattle
3	9	70	PHI	Felix Sandstrom	G	SWE	6' 2"	191	SWEDEN-JR.	Brynas Jr.
3	10	71	COL	JC Beaudin	C	CAN	6' 1"	181	QMJHL	Rouyn-Noranda
3	11	72	TBL	Anthony Cirelli	C	CAN	5' 11"	160	OHL	Oshawa
3	12	73	DET	Vili Saarijarvi	D	FIN	5' 9"	163	USHL	Green Bay
3	13	74	LAK	Alexander Dergachyov	C	RUS	6' 4"	200	RUSSIA-JR.	SKA St. Petersburg 2
3	14	75	BOS	Dan Vladar	G	CZE	6' 5"	185	CZREP-2	Kladno
3	15	76	ARI	Adin Hill	G	CAN	6' 3"	198	WHL	Portland
3	16	77	FLA	Samuel Montembeault	G	CAN	6' 2"	173	QMJHL	Blainville-Boisbriand
3	17	78	WPG	Erik Foley	LW	USA	5' 11"	185	USHL	Cedar Rapids
3	18	79	NYR	Sergey Zbogrovskiy	D	RUS	6' 3"	198	WHL	Regina
3	19	80	ANA	Brent Gates Jr.	C	USA	6' 1"	196	USHL	Green Bay
3	20	81	ARI	Brendan Warren	LW	USA	6' 0"	191	USHL	USA U-18
3	21	82	NYI	Mitchell Vande Sompel	D	CAN	5' 10"	182	OHL	Oshawa
3	22	83	ARI	Jens Looke	RW	SWE	6' 0"	180	SWEDEN	Brynas
3	23	84	ANA	Deven Sideroff	RW	CAN	5' 11"	171	WHL	Kamloops
3	24	85	NSH	Thomas Noyak	C	USA	6' 0"	179	USHL	Waterloo
3	25	86	SJS	Mike Robinson	G	USA	6' 2"	195	HIGH-MA	Lawrence Academy
3	26	87	MTL	Lukas Vejdemo	C	SWE	6' 2"	194	SWEDEN-JR.	Djurgarden Jr.
3	27	88	FLA	Thomas Schemitsch	D	CAN	6' 3"	205	OHL	Owen Sound
3	28	89	NYR	Aleksi Saarela	C	FIN	5' 10"	198	FINLAND	Assat
3	29	90	PHI	Matej Tomek	G	SVK	6' 2"	180	NAHL	Topeka
3	30	91	CHI	Dennis Gilbert	D	USA	6' 2"	201	USHL	Chicago

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2015 - Round 4

Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
4	1	92	BUF	William Borgen	D	USA	6' 1"	189	HIGH-MN	Moorhead
4	2	93	CAR	Callum Booth	G	CAN	6' 2"	199	QMJHL	Quebec
4	3	94	STL	Adam Musil	C	CAN	6' 2"	202	WHL	Red Deer
4	4	95	TOR	Jesper Lindgren	D	SWE	5' 11"	161	SWEDEN-JR.	Modo Jr.
4	5	96	CAR	Nicolas Roy	C	CAN	6' 4"	195	QMJHL	Chicoutimi
4	6	97	NJD	Colton White	D	CAN	6' 0"	182	OHL	Sault Ste. Marie
4	7	98	PHI	Samuel Dove-McCullough	LW	CAN	6' 2"	207	QMJHL	Saint John
4	8	99	LAK	Austin Wagner	LW	CAN	6' 1"	178	WHL	Regina
4	9	100	NSH	Anthony Richard	C	CAN	5' 9"	163	QMJHL	Val d'Or
4	10	101	COL	Andrei Mironov	D	RUS	6' 2"	194	RUSSIA	Dynamo Moscow
4	11	102	FLA	Denis Malgin	C	CHE	5' 8"	163	SWISS	Zurich
4	12	103	DAL	Chris Martenet	D	USA	6' 7"	198	OHL	London
4	13	104	PHI	Mikhail Vorobyov	C	RUS	6' 2"	194	RUSSIA-JR.	Ufa 2
4	14	105	BOS	Jesse Gabrielle	LW	CAN	5' 10"	205	WHL	Regina
4	15	106	SJS	Adam Helewka	LW	CAN	6' 1"	201	WHL	Spokane
4	16	107	OTT	Christian Wolanin	D	CAN	6' 1"	185	USHL	Muskegon
4	17	108	WPG	Michael Spacek	RW	CZE	5' 11"	187	CZREP	Pardubice
4	18	109	OTT	Filip Ahl	LW	SWE	6' 3"	211	SWEDEN-JR.	HV 71 Jr.
4	19	110	DET	Ioren Van Pottelberghe	G	CHE	6' 2"	187	SWEDEN-JR. U18	Linkoping U18
4	20	111	MIN	Ales Stezka	G	CZE	6' 4"	201	CZREP-JR.	Liberec Jr.
4	21	112	NYI	Parker Wotherspoon	D	CAN	6' 0"	171	WHL	Tri-City
4	22	113	NYR	Brad Morrison	C	CAN	5' 11"	154	WHL	Prince George
4	23	114	VAN	Dmitry Zhuknov	C	RUS	5' 11"	169	RUSSIA-JR.	Omsk 2
4	24	115	NSH	Alexandre Carrier	D	CAN	5' 11"	174	QMJHL	Gatineau
4	25	116	STL	Glenn Gawdin	C	CAN	6' 0"	191	WHL	Swift Current
4	26	117	EDM	Caleb Jones	D	USA	5' 11"	194	USHL	USA U-18
4	27	118	TBL	Jonne Tammela	RW	FIN	5' 10"	180	FINLAND	Kalpa
4	28	119	NYR	Daniel Bernhardt	RW	SWE	6' 3"	191	SWEDEN-JR.	Djurgarden Jr.
4	29	120	TBL	Mathieu Joseph	RW	CAN	6' 0"	166	QMJHL	Saint John
4	30	121	CHI	Ryan Shea	D	USA	6' 0"	175	HIGH-MA	Boston College H.S.

2015 - Round: 5

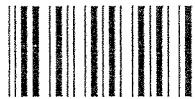
Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
5	1	122	BUF	Devante Stephens	D	CAN	6' 1"	171	WHL	Kelowna
5	2	123	ARI	Conor Garland	RW	USA	5' 8"	163	QMJHL	Moncton
5	3	124	EDM	Ethan Bear	D	CAN	5' 11"	200	WHL	Seattle
5	4	125	TOR	Dmytro Timashov	LW	UKR	5' 9"	192	QMJHL	Quebec
5	5	126	CAR	Luke Stevens	LW	USA	6' 3"	192	HIGH-MA	Noble & Greenough
5	6	127	STL	Niko Mikkola	D	FIN	6' 4"	185	FINLAND-JR.	Kalpa Jr.
5	7	128	PHI	David Kasz	RW	CZE	5' 9"	159	CZREP-2	Chomutov
5	8	129	CBJ	Sam Ruopp	D	CAN	6' 3"	179	WHL	Prince George
5	9	130	SJS	Karlis Cukste	D	LVA	6' 2"	203	RUSSIA-JR.	Riga 2
5	10	131	MTL	Matthew Bradley	C	CAN	5' 11"	187	WHL	Medicine Hat
5	11	132	FLA	Kaleb Bachman	LW	USA	5' 10"	175	HIGH-IN	Culver Academy
5	12	133	DAL	Joseph Ceccon	D	USA	6' 2"	209	USHL	Muskegon
5	13	134	LAK	Matti Schmalz	RW	CAN	6' 6"	209	OHL	Sudbury
5	14	135	MIN	Kirill Kaprizov	LW	RUS	5' 9"	185	RUSSIA	Novokuznetsk
5	15	136	CGY	Pavel Karnaikho	LW	BLR	6' 2"	194	WHL	Calgary
5	16	137	PIT	Dominik Simon	C	CZE	5' 11"	176	CZREP	Plzen
5	17	138	CAR	Spencer Smallman	RW	CAN	6' 0"	184	QMJHL	Saint John
5	18	139	OTT	Christian Jaros	D	SVK	6' 3"	201	SWEDEN-JR.	Lulea Jr.
5	19	140	DET	Chase Pearson	C	CAN	6' 2"	189	USHL	Youngstown
5	20	141	CBJ	Veeti Vainio	D	FIN	6' 1"	169	FINLAND-JR.	Blues Jr.
5	21	142	SJS	Rudolfs Balcers	LW	LVA	5' 11"	165	NORWAY	Stavanger
5	22	143	WSH	Connor Hobbs	D	CAN	6' 0"	187	WHL	Regina
5	23	144	VAN	Carl Neill	D	CAN	6' 1"	213	QMJHL	Sherbrooke
5	24	145	NSH	Karel Vejmelka	G	CZE	6' 3"	202	CZREP-JR.	Pardubice Jr.
5	25	146	STL	Luke Opifka	G	USA	6' 1"	192	USHL	USA U-18
5	26	147	NYI	Ryan Pilon	D	CAN	6' 2"	206	WHL	Brandon
5	27	148	ANA	Froy Terry	C RW	USA	5' 10"	160	USHL	USA U-18
5	28	149	VAN	Adam Giudente	C	USA	6' 0"	170	USHL	Cedar Rapids
5	29	150	TBL	Ryan Zuhlsdorf	D	USA	5' 11"	188	USHL	Sioux City
5	30	151	CHI	Radovan Bondra	RW	SVK	6' 5"	220	SLOVAKIA	Kosice

2015 - Round 6

Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
6	1	152	BUF	Giorgio Estephan	C	CAN	6' 0"	188	WHL	Lethbridge
6	2	153	TBL	Kristian Oldham	G	USA	6' 2"	203	USHL	Omaha
6	3	154	EDM	John Marino	D	USA	6' 0"	171	USPHL PRE.	South Shore
6	4	155	TOR	Stephen Desrocher	D	CAN	6' 3"	198	OHL	Oshawa
6	5	156	CAR	Jake Massie	D	CAN	6' 0"	172	HIGH-NH	Kimball Union
6	6	157	NJD	Brett Seney	LW	CAN	5' 8"	156	H-EAST	Merrimack
6	7	158	PHI	Cooper Majdny	C	USA	6' 0"	173	USHL	Sioux Falls
6	8	159	CBJ	Vladislav Gavrikov	D	RUS	6' 2"	205	RUSSIA	Yaroslavl
6	9	160	SJS	Adam Parsells	D	USA	6' 5"	192	HIGH-WI	Wausau West
6	10	161	COL	Sergei Boikov	D	RUS	6' 1"	195	QMJHL	Drummondville
6	11	162	FLA	Christopher Wilkie	RW	USA	5' 11"	199	USHL	Tri-City
6	12	163	DAL	Markus Ruutu	G	FIN	6' 2"	174	FINLAND-JR.	JYP Jr.
6	13	164	CHI	Roy Radke	RW	USA	6' 2"	203	OHL	Barrie
6	14	165	BOS	Cameron Hughes	C	CAN	5' 11"	163	BIG10	U. of Wisconsin
6	15	166	CGY	Andrew Mangiapane	LW	CAN	5' 10"	170	OHL	Barrie
6	16	167	PIT	Frederik Tiffels	LW	DEU	6' 0"	192	NCHC	Western Michigan
6	17	168	WPG	Mason Appleton	C	USA	6' 1"	193	USHL	Tri-City
6	18	169	CAR	David Cotton	C	USA	6' 2"	200	HIGH-MA	Cushing Academy
6	19	170	DET	Patrick Holway	D	USA	6' 4"	200	USMAAA	Boston Advantage U18 (FS) (TIAAA)
6	20	171	MIN	Nicholas Boka	D	USA	6' 1"	197	USHL	USA U-18
6	21	172	NYI	Andong Song	D	CHN	6' 0"	161		Lawrenceville
6	22	173	WSH	Colby Williams	D	CAN	5' 11"	191	WHL	Regina
6	23	174	VAN	Lukas Jasic	RW	CZE	5' 11"	165	CZREP	Trinec
6	24	175	NSH	Tyler Moy	C	USA	6' 0"	195	ECAC	Harvard U.
6	25	176	STL	Liam Dumba	LW	USA	6' 4"	212	OHL	Owen Sound
6	26	177	MTL	Simon Bourque	D	CAN	6' 0"	184	QMJHL	Rimouski
6	27	178	ANA	Steven Ruggiero	D	USA	6' 2"	200	USHL	USA U-18
6	28	179	ANA	Garratt Metcalf	G	USA	6' 2"	181	USHL	Madison
6	29	180	TBL	Bokondji Imana	LW	CAN	6' 1"	214	QMJHL	Saint John
6	30	181	CHI	Joni Tuulola	D	FIN	6' 2"	180	FINLAND	HPK

2015 - Round 7

Rnd	Pick	Overall	Team	Player	Pos	Country	Height	Weight	Amateur League	Amateur Team
7	1	182	BUF	Ivan Chukanov	D	USA	6' 2"	190	NAHL	Minnesota Wilderness
7	2	183	ARI	Erik Karlstrom	G	SWE	5' 11"	157	SWEDEN-JR.	Linkoping Jr.
7	3	184	NYR	Adam Huska	G	SVK	6' 3"	189	USHL	Green Bay
7	4	185	TOR	Nikita Korostelev	RW	RUS	6' 1"	195	OHL	Sarnia
7	5	186	CAR	Steven Lorentz	C; LW	CAN	6' 2"	191	OHL	Peterborough
7	6	187	LAK	Chaz Reddekopp	D	CAN	6' 3"	219	WHL	Victoria
7	7	188	PHI	Ivan Hrgodtoyt	G	RUS	6' 6"	191	RUSSIA-JR.	Nizhnekamsk 2
7	8	189	CBJ	Markus Nutivaara	D	FIN	6' 0"	174	FINLAND	Karpat
7	9	190	SJS	Marcus Vela	C	CAN	6' 0"	204	BCHL	Langley
7	10	191	COL	Gustav Ojhaver	C	SWE	6' 6"	213	SWEDEN-JR.	Rogle Jr.
7	11	192	FLA	Patrick Shea	C	USA	5' 10"	186	HIGH-NH	Kimball Union
7	12	193	SJS	Jake Kupsky	G	USA	6' 5"	210	NAHL	Lone Star
7	13	194	LAK	Matt Roy	LW	CAN	6' 0"	200	WCHA	Michigan Tech
7	14	195	BOS	Jack Becker	C	USA	6' 3"	188	HIGH-MN	Mahtomedi
7	15	196	CGY	Riley Bruce	D	CAN	6' 6"	205	OHL	North Bay
7	16	197	PIT	Nikita Pavlychev	C	RUS	6' 7"	200	USHL	Des Moines
7	17	198	WPG	Sam Niku	D	FIN	6' 0"	176	FINLAND-2	JYP 2
7	18	199	OTT	Joel Daccord	G	USA	6' 2"	197	HIGH-MA	Cushing Academy
7	19	200	DET	Adam Marsh	LW	USA	6' 0"	160	QMJHL	Saint John
7	20	201	MIN	Gustav Bogramman	D	SWE	6' 0"	184	OHL	Sault Ste. Marie
7	21	202	NYI	Petter Hansson	D	SWE	6' 1"	187	SWEDEN-JR.	Linkoping Jr.
7	22	203	WPG	Matteo Gennaro	C	CAN	6' 2"	187	WHL	Prince Albert
7	23	204	MIN	Jack Sadek	D	USA	6' 1"	185	HIGH-MN	Lakeville North
7	24	205	NSH	Evan Smith	G	USA	6' 6"	174	NAHL	Austin
7	25	206	FLA	Ryan Bednard	G	USA	6' 3"	179	NAHL	Johnstown
7	26	207	MTL	Jeremiah Addison	LW	CAN	5' 11"	182	OHL	Ottawa
7	27	208	EDM	Miroslav Svoboda	G	CZE	6' 3"	176	CZREP-JR.	Trinec Jr.
7	28	209	EDM	Ziyat Paigin	D	RUS	6' 6"	209	RUSSIA	Kazan
7	29	210	VAN	Fate Olson	D	CAN	6' 2"	174	WHL	Prince George
7	30	211	CHI	John Dahlstrom	RW	SWE	5' 11"	189	SWEDEN-JR.	Frolunda Jr.



TABB

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NEWS LOCAL

Dogs' owners donate \$1M to arena build

By Rob Houle

Friday, March 7, 2014 7:25:25 EST PM



Niagara IceDogs' owners Bill and Denise Burke donated \$1 million to the Meridian Centre fundraising campaign. In honour of the donation, the City of St. Catharines is naming the road the semi-circles the arena IceDogs Way.

Joey and Billy Burke's inheritance has taken a hit.

Their parents, Bill and Denise Burke, owners of the Ontario Hockey League Niagara IceDogs, have donated \$1 million to the Meridian

*This is Exhibit.....6.....referred to in the
 affidavit of....DENISE BURKE.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....2015.*

JKS
 A COMMISSIONER FOR TAKING AFFIDAVITS

Centre fundraising campaign.

In honour of the donation, St. Catharines Mayor Brian McMullan announced at a media event in council chambers Friday the name of the road that semi-circles the arena will be called IceDogs Way.

"I guess it's too late to say there was a misprint on the zeroes," Denise joked after the new road sign was unveiled.

"It's appropriate being IceDogs Way," Bill Burke said of the road leading to the main entrance to the arena that will house his team starting this fall. "We've been blessed our team has been embraced by all of Niagara, and we're excited for all of Niagara to follow IceDogs Way to the best entertainment in the region."

Burke said he, Denise and the boys — "it's their inheritance" — were proud to make the donation.

"We're very happy with the life we have here in St. Catharines," Burke said.

He said he was excited about the part the Meridian Centre will play in rejuvenating the downtown, adding when he was a student at Ridley College the downtown was a happening place.

"It was worth sneaking out a night to be part of it — and of course became grounded," Burke said.

McMullan said he first met Bill Burke seven years ago and they shared a vision then of having an OHL team in St. Catharines and the potential of building a new arena to house the team.

"When I think back over the seven years ... I think of the impact (the Burkes have) had on this community," McMullan said. "We all know there's no 'I' in team, and what happened in the past seven years has really been a team effort....

"I can't think of two individuals in that space of time who have had a bigger impact, and a more favourable impact, in this community than Bill and Denise. I'm not sure who adopted who, but I think as a community we've embraced and adopted them, and I know Bill and Denise have adopted this community and truly made it their home."

David Oakes, the city's director of economic development and customer service, said the fundraising goal of \$5 million for the \$50 million arena has been surpassed and now stands at \$6.5 million, "with more to come."

rob.houle@sunmedia.ca

Twitter: RobH_Standard

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Ron Zimmerman

And Grey D if the REGION would spend some of the money that they have in surplus we would have the arena paid for...Most of the tax money the Region has is collected from St.Catharines....



Dave Shaw

Woohoo another good news item, thankful for whatever the gift size and for community



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PLAYERS WANTED ([HTTP://WWW.GTHLCANADA.COM/PAGE/PLAYERS-WANTED](http://WWW.GTHLCANADA.COM/PAGE/PLAYERS-WANTED))

Age Chart: 2015-16

Ages effective for the 2015-16 GTHL season. Player ages are determined by age as of December 31, 2015.

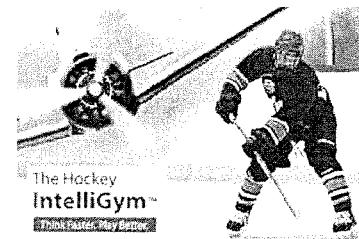
The 2015-16 GTHL regular season will begin Monday, Sept. 14 for "AAA" divisions and Monday, Sept. 21 for "AA" and "A" divisions.

CATEGORY	BIRTHDATES
Juvenile	Born in 1995, 1996, 1997
Midget	Born in 1998-99
Midget Jr.	Born in 1999
Minor Midget	Born in 2000
Bantam	Born in 2001
Minor Bantam	Born in 2002
Peewee	Born in 2003
Minor Peewee	Born in 2004
Atom	Born in 2005
Minor Atom	Born in 2006



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Scotiabank GTHL Top Prospects Game (Dec. 15)

GTHL Challenge Cup (Dec. 27-30)

Midget All-Star Festival (Jan. 16)

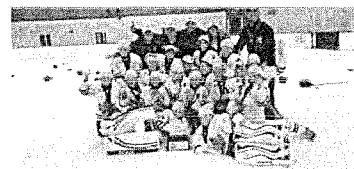
Canadian Tire Cup (Feb. 5-7)

OHL Cup (Mar. 15-21)

This is Exhibit C referred to in the affidavit of Denise Burke
sworn before me, this 14th day of November 2015
A COMMISSIONER FOR TAKING AFFIDAVITS

Scotiabank GTHL Playoffs

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Photo Gallery2015 Scotiabank GTHL Playoffs champions
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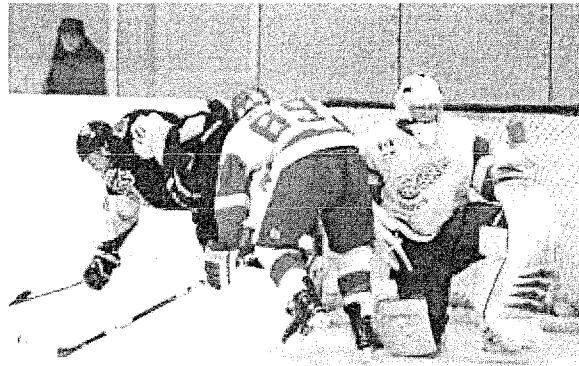


TABD

News / Insight

Is minor hockey worth it?

A look at some of the challenges of chasing a dream in the Greater Toronto Hockey League.



VINCE TALOTTA / TORONTO STAR

The GTHL has roughly 40,000 players on 2,800 teams, the largest minor league in the world.

By: Don Gillmor Published on Fri Jan 11 2013

On a Monday night in late November, two Minor Midget AAA teams clash in the gloom of the Vaughan Sports Village. The lighting is funereal and the arena smells like stale sweat. This northern outpost has a Soviet feel, a sense of sacrifice rather than joy.

The Vaughan Kings are currently in ninth place out of 12 teams, the Markham Majors 11th. The boys are 15 and this is their draft year. For that reason, Minor Midget is an intense division. A lot is resting on the players' performance, which can mean the difference between the Boston Bruins and the Hershey Bears, between an NCAA scholarship to Michigan and sharpening skates at Sport Chek.

The play is ragged. The beautiful geometry of the game is never more obvious than when it doesn't work. Passes are a few centimetres out of reach, pucks angled off the boards go astray, wingers can't control the breakout pass. There are moments of brilliance but they quickly fall apart, a series of false starts for both teams.

In the bleachers, parents call out familiar laments.

"Don't go in the middle! . . . Now why the hell would you go in the middle."

"Take the man. Take the man! Jesus."

"Go get it! Who wants it!"

*This is Exhibit 0 referred to in the
affidavit of...Denne Burke
sworn before me, this 14th
day of November 2015*

A COMMISSIONER FOR TAKING AFFIDAVITS

The score is tied 1-1 with less than six minutes to play in the third period. A speedster on the Majors emerges from the chaos and stickhandles into open ice, shifting left then going right, creating space, the defenceman a half-step back. He lets go a slapshot, top shelf, short side, a blast that finds the only hole in the goalie's defence. One half of the bleachers erupts and the other half slumps and murmurs recriminations.

But the Kings come roaring back and tie the game with 38 seconds left, a flurry of energy and poise that has been missing for most of the match.

Afterwards the two teams file into the blackness of the parking lot. It's after 10 p.m. on a cold Monday. Half the season is gone. For most of these boys, the possibility of playing professionally is gone as well. They climb into minivans and are driven through the city, the fathers saying: "Why didn't you take the man? What were you thinking with that cross-ice pass? Do you really want this? Because you have to want it."

Few will get it. In 2012, nine of the 11 first-round draft picks of the Ontario Hockey League came from the two powerhouse teams — the Toronto Marlboros and the Mississauga Rebels. When the Marlies played the Rebels there were dozens of scouts in the audience. But the bottom of the league is lightly scouted; none came out this evening for the Kings and Majors.

At this point, the investment for players and parents has been thousands of hours and tens of thousands of dollars. What is the return on that investment? What does minor hockey produce?

The Greater Toronto Hockey League (GTHL) has roughly 40,000 players on 2,800 teams, the largest minor league in the world. It is also the oldest, begun in 1911 by a 17-year-old goaltender named Frank D. Smith who craved organized competition. It predates the NHL, which began in 1917, and has grown into a large, complex, not-for-profit organization with a \$9-million budget.

The GTHL's mission statement describes it as a place for Toronto kids to develop skills and build character. It is also about professional development, grooming players for the big leagues. It has had mixed success in these areas.

And like the NHL, it is also a business. (It is allowed to make money but not to profit: any extra revenue goes back into the organization.)

"We're supposed to be teaching these kids life lessons," a coach says, "and it's hard to do because of all the outside forces. It's hard to coach in this city. A lot of good coaches quit, replaced by hustlers who are selling the dream."

The dream is to play in the NHL, a dream that takes form as a player moves up the ranks, through Select, A, AA and finally AAA. It is an expensive dream, and the chances of it coming true are slim.

Jim Parcells, co-author of *Selling the Dream: How Hockey Parents and Their Kids Are Paying the Price for Our National Obsession*, followed 30,000 Ontario hockey players born in 1975 to see how many ended up in the NHL. Forty-eight were drafted by NHL teams, though only 39 signed contracts, and of those, 32 played in an NHL game. Of those 32, only 15 played more than one full season. And of those 15, only six played 400 games or more (the minimum to qualify for an NHL

pension). Forty-two played NCAA Division I hockey on a full or partial scholarship, only slightly better odds than the NHL.

Those odds have gotten steeper for the 1995 birth-year cohort. It is more difficult now both to play in the NHL and to get an NCAA scholarship. In 20 years, the Canadian presence in the NHL has dipped from 61.4 per cent to 53 per cent (and has gone below 50 per cent at times), while the Americans have risen from 16.5 per cent to 23.9 per cent. The increase in elite hockey players in the U.S. has also meant fewer scholarships for Canadian players, as schools are more focused on American players.

Out of 978 players on NHL rosters at the end of the 2012-13 season, there are 36 GTHL alumni (and 12 more who split their time between GTHL and OMHA), or 3.7 per cent. Sweden, with 67,000 minor league players, has 63 in the NHL, or 6.4 per cent of the league. The GTHL's record isn't spectacular, but it would receive a passing grade.

What do we talk about when we talk about hockey? "Ninety per cent is about the money," says one GTHL AAA coach.

As a business, the GTHL, like the NHL, is slightly contentious and not clearly understood. While the GTHL is a not-for-profit organization, there is a constant chorus from parents who feel someone must be profiting. Certainly they are paying too much. Where does the money go?

The GTHL's biggest expense is ice rental (\$4,785,847 – more than half its budget), which is mostly recouped through the \$6 gate fees.

The teams are run as not-for-profit enterprises too, though until recently, it was difficult to tell. At one point, entrepreneur Stuart Hyman owned 90 GTHL teams, and in 2004 the Star reported that his teams charged the highest fees in the league. Hyman's stewardship prompted a City of Toronto investigation into youth hockey and two other league investigations. The GTHL lacked the authority to look at the financial details of any of its member clubs, but Hockey Canada threatened to audit Hyman's books, and immediately afterward Hyman divested almost all his teams.

As a result of this, says GTHL executive director Scott Oakman, the league implemented a new policy requiring owners to disclose the team's financial statements to parents. Any conflicts (if the club operator owns a hockey equipment manufacturer, for example) need to be disclosed now as well.

But the business model for GTHL clubs remains eclectic. Some coaches are volunteers, others are paid, and there is wide disparity in salaries. There is also the issue of who is paying them. "The coach's salary should be in the budget," one coach says. "If it's not, then you don't know who's paying the coach. If a parent is paying the coach, the next thing you know, his kid's on the ice too much."

Some teams are operated or leased by the parent of a player who wants to guarantee that his child plays.

The budget for a AAA team last year was \$110,000, which included everything from practice ice rental (just over \$23,000) to game sheets (\$2,242). Divided among the 17 players, it was \$6,000

each, with the rest made up by sponsors and fundraisers. Of the total, \$20,000 was remitted to the organization. Both the league and member clubs are allowed to put aside money in a contingency fund. (The league's is currently at \$2.2 million.)

It's possible for organizations to add surcharges on ice time and equipment (the team supplies jerseys, socks and gloves), and given that owners of AAA franchises need to have a team in each of the eight divisions, there is the opportunity, at least, to make money. But parents can now view the accounting and judge for themselves.

The transparency is welcome, but the cost of playing hockey in Toronto remains high, ranging from a few hundred dollars for House League, to more than \$8,000 for some AAA teams. On top of that there is the cost of equipment (which can reach \$4,000 for top-of-the-line gear), tournament costs for parents, gate fees (players and parents pay \$6), and the cost of driving to games (an inner-city parent could log 4,000 kilometres in a season, driving to Vaughan, Mississauga, Markham etc.).

Personal trainers are a necessity at the elite level, and the cost of a good trainer and the ice time ranges from \$240 to \$425 an hour. Often they are in groups of four, though some parents spring for private classes. There are summer camps, spring leagues, dry land training, power-skating camps, off-season tournaments in Boston or Michigan.

The annual cost for a AAA player is between \$10,000 and \$15,000, not much less than the tuition for the University of Toronto medical school (\$19,546).

The parents of Patrick Kane, the Chicago Blackhawks star, estimated their investment in his minor-league career, which he spent in the U.S., to be \$250,000. Given his current salary of \$6.3 million per year, it was a good investment. But the cost is high for all elite minor league players, while the odds of playing four seasons in the NHL are roughly 1 in 6,000.

Every 6-year-old player can dream about playing in the NHL, but not every 10-year-old. By that time, the sorting has begun in earnest. There is some movement among levels as the players grow (or fail to), as their skills fade or shine. But mostly the AAA kids move like a school of fish, from one division to the next. And they are the only ones who can dare to dream.

Though perhaps not all of them should. There are 12 AAA teams in each division in the GTHL, and like the NHL, it expanded too far, diluting the talent pool. The bottom three or four teams in many AAA divisions are often closer to Double-A teams.

"There are parents and players who want to play AAA and there are people who feed off them," says Geoff Schomogyi, a Triple-A coach with the Mississauga Rebels.

They want to be in AAA because it is better than Double-A and the world is hierarchical. The kids wear their team jackets proudly and obsessively, the parents mention it in casual conversation. It is an achievement, but it is compromised by the expansion, and it has created an imbalance in the league.

"Because of the lack of parity," says Steven Cathcart, coach of the AAA Marlboro Midget team, "there are too many good players on two teams and they aren't getting challenged on a regular

basis. So we produce very few defencemen, because they hardly need to defend. The goaltenders sometimes come from the bottom teams because they get so many shots."

Another problem with having all the good players on a few teams is that they may have gone through most of their AAA career without facing adversity, without losing. "Sometimes," one coach says, "they run into adversity at the next level — they get drafted by a last-place OHL team — and they can't handle it. There is a lot of fallout. GTHL players often have a sense of entitlement."

The city, despite its millions, seems capable of producing only 120 or so AAA players per division. And that number may fall. According to Hockey Canada, the governing body for hockey in the country, only 9.1 per cent of Canadian males between the ages of 5 and 18 play organized hockey. They project that this number could fall by 20 per cent by 2016.

There are a number of reasons for this. One of the major barriers is financial; the cost of minor-league hockey has priced many parents out of the market. So there may be potential Crosbys relegated to inventive shinny, or scoring against virtual goons in a computer game. You can map the city's economic demographics by its AAA teams. Most are from the affluent west end or the northern suburbs. Scarborough, which was once a hockey powerhouse, isn't represented at all.

Hockey is still perceived as a blue-collar sport, and that's where its roots are. But it isn't anymore. Even the middle class has trouble keeping up with the costs. At the highest level, it has become a rich man's game. "If you look at the best players in the league," a Triple-A coach says, "a lot of them are in a high socio-economic bracket. They don't necessarily have a lot of drive, they're just incredibly skilled. And they're afforded the opportunity to have the best instructors, and that is their advantage. Their advantage is that they have money."

There is also the demographic factor; fewer new Canadians are taking up the sport in earnest. They play house league as a way to culturally adapt, though they rarely pursue it past that level. It is a rite but not a passion.

The warming climate isn't helping. Shinny, a key development tool in past decades, is partly a victim of global warming and the decline of outdoor skating. The rink nearest me, in Withrow Park, opened on Dec. 1 then closed the next day due to high temperatures and rain. It officially closes Feb. 24. Like 52 other city-run outdoor rinks it has ice that is artificially cooled, but even that can't always keep up with rising temperatures. There are 20 hours of shinny per week, but at peak weekend times the shinny can be frantic and crowded. I once took my son and counted 61 people and 12 pucks on the ice, a war zone.

But it is in some version of that war zone that creativity is developed. In his book *The Game*, Ken Dryden writes, "It is in free time that the special player develops, not in the competitive expedience of games, in hour-long practices once a week, in mechanical devotion to packaged, processed, coaching-manual, hockey-school skills."

It is the lament of one Triple-A coach — the players are all skilled, he says, but they lacked creativity. Unlike Guy Lafleur or Wayne Gretzky, they hadn't logged thousands of hours playing shinny. Instead they log thousands of hours in minivans; a game can be a three-hour commitment

when factoring in commute times and dressing time, but it only yields 10-17 minutes of ice time for the player.

In 1972 we accused the Soviets of being skilled but mechanical. The Canadians, by contrast, had flair, we had heart. Now we are in danger of losing both.

But the largest issue for minor hockey may be safety. Never have concussions enjoyed such prominence: the centre of lawsuits and medical research and controversy. It is the conversation that haunts every arena.

Nicholas Eustace got his first concussion playing for the Minor Midget Mississauga Rebels in September 2011, at the beginning of the season. He got an elbow to the head, then later in the game another player fell on him when Nicholas was down, banging his head against the ice.

Nicholas was out for six months, returning only for the quarter-finals in February. The team won the OHL Cup, beating the vaunted Marlboros. Fifteen players from the team were drafted by the OHL, but Nicholas was undrafted because he'd been out all season.

Hockey was his passion. Since the age of 4, he had been playing with his friend Jake Evans. They both played for the Rebels because they knew it was heavily scouted and they were serious about the game. The parents were serious as well, agreeing to the commitment of time and money. Jake's father spent \$7,500 building an ersatz rink in their basement, with regulation nets and unbreakable Plexiglass windows. Jake has two pairs of \$750 skates, and once, in a bad month, broke five \$300 sticks.

Jake was drafted by the Kitchener Rangers of the OHL but also received a scholarship offer from Notre Dame worth up to \$57,000 a year. Nicholas returned the following year to play Midget with the North York Rangers, with the hope of attracting a scholarship offer as well.

"I knew I wouldn't make the NHL," he says. "But I wanted to get an NCAA scholarship."

Instead, he suffered a second concussion last autumn. "I can't really pick out a specific hit," he says. "I just had a huge headache after a game with the Marlies, but I didn't say anything for three weeks."

After diagnosis, Nicholas, 16, lay in a dark room for two weeks, thinking mostly of hockey. He was home from school for another two weeks, then returned for half-days, though he couldn't write exams — he found it difficult to concentrate. He went to see his teammates play, but the movement on ice brought on headaches. Even watching was dangerous.

An article in the Canadian Medical Association Journal looked at two junior hockey teams and found 17 of the 67 players suffered a concussion during a single season — 25.3 per cent, seven times higher than the rate often reported in the medical literature. Five of the concussed players had a second incident. The inference was that concussions, for all their prominence, continue to be underreported.

Increasingly, parents can recite the litany: repeat concussions are a risk factor for chronic traumatic encephalopathy, memory loss, behavioural and personality changes, depression, early dementia and motor neuron disease. Young people are especially susceptible.

As a result of the prominence of concussions in sport, hockey parents now have two futures to contemplate — the one where he gets a \$6.3-million NHL contract and the one where he gets brain damage that limits his options.

"I wish the league would take a bit more leadership on this," a Triple-A coach tells me. At the moment, the coach has the responsibility to recognize and act on concussions. "What do I know about concussions? I'd like to see baseline testing for the whole league so the pressure wasn't on the coaches and trainers."

The issue of baseline testing — the players taking tests before the season starts to have something to compare post-injury tests to — was brought up at the GTHL's board meeting but ultimately voted down by the member clubs.

In the Iceland arena in Mississauga, the first-place Minor Midget AAA Rebels are playing the last-place North York Rangers. The Rebels score at the 36 second mark, then again two minutes later. With less than half the first period played, it's 3-0 Rebels.

There are no scouts in the audience. I talk to a parent whose son is on the Rebels. He's a fast, skilled player, small compared to his teammates (five-foot-eight and a half, 155 pounds). There aren't many small kids left in the league at this level, the father says. They have to have great skills to survive at this point.

Does he want to go to the NHL?

"That's the dream, isn't it?" he says "That's the dream of everyone."



TABE

OJHL teams introducing pay-to-play model next season

THE NEWS

OJHL teams introducing pay-to-play model next season

Mississauga News | May 15, 2013

Fans won't be the only ones paying to get into Ontario Junior Hockey League games next season.

Players will be, too, after the junior A loop recently removed a bylaw that prevented teams from making players pay to suit up for an OJHL franchise.

A formal announcement of the change in policy has yet to be made by the OJHL, but league officials have confirmed to the

Beaver

that teams will have the right to choose what fee their players will pay, with no maximum imposed on the amount. Oakville Blades general manager Duncan Harvey said his squad has yet to determine how much it will charge, but suggested it would likely be between \$3,000 and \$4,000 for the upcoming year — in addition to the \$300 players already pay to the Ontario Hockey Association and \$750 to the OJHL.

"The problem we have is that we have three very different distinctive business models in this league. You have your small towns like Wellington, you have more rural communities and then you have the (Greater Toronto Area). Having one model for everybody, you can't really do it," said OJHL commissioner Marty Savoy. "We need to let the onus be on the teams themselves to decide how to operate their businesses."

And business in recent years has not been good for OJHL owners. Savoy believes no franchise in the league turned a profit this past season. Losses for some teams are believed to be as high as six figures.

"The problem is this model," Harvey said. "The model is based on \$60 an hour for ice and \$10 wood sticks. We're paying \$150 a stick and every kid needs six sticks (a league minimum for teams to provide players). Throughout the course of a season, if you carry 26 guys, that's a big chunk of money. Plus, paying \$250 an hour for ice, you practise for one-and-a-half hours and your game ice is \$750, it adds up pretty quickly."

"Plus, we have to pay our coaching staff and equipment guy. Our budget is nothing crazy, about \$300,000. But there's nothing coming in."

Paid attendance remains a major issue for the OJHL, particularly in the GTA. Even though the Blades drew the most fans in the league, averaging nearly 600 per contest, many of those tickets were free.

"We're only pulling in roughly \$1,200 on a game night. That's just enough to pay for our game night," said Harvey, who dropped ticket prices this past season in his first year as Oakville's GM. "That doesn't cover any of our practices, staff, equipment or anything else."

Another challenge the OJHL faces is the lack of subsidy from higher leagues. According to Harvey, OJHL teams receive \$1,500 from Ontario Hockey League squads when they develop a player who moves on to the OHL. But OJHL teams, according to Harvey and Savoy, do not receive any reimbursement from colleges or even from the National Hockey League when players graduate to those levels.

"We're operating at around \$8,000 a player. That's our cost. He plays with us, we train him up... If he gets a scholarship — a full-ride, \$50,000-value-a-year scholarship — we get back nothing," Harvey said. "Apparently that's okay."

Might players leave for other leagues?

The OJHL's case for charging players seems clear. But how will players respond to having to pay for something they and their predecessors have always enjoyed for free?

"It's kind of a turnoff to return to that league because it used to be free, and every year I've noticed the costs going up and up and up," said Len Fabbri, a three-year OJHL veteran who played last season for the Blades.

"It's definitely discouraging, especially for the older guys," he added. "The younger guys are used to paying to play. But us older guys feel like we paid our dues and we can use all the help we can get."

This is Exhibit... E... referred to in the affidavit of... Denise Burke.... sworn before me, this.... 14th.... day of.... NOVEMBER.... 2015.

----- A COMMISSIONER FOR TAKING AFFIDAVITS -----



Oakville Blades player Jimmy Cusan (left) chases down Burlington Cougars opponent Jeremy Gottmann during an Ontario Junior Hockey League game earlier this year. The league will soon formally announce that players will have to pay to suit up for teams next season.

OJHL teams introducing pay-to-play model next season

It's not as though players don't have options. The Greater Ontario Junior Hockey League, a junior B circuit in southwestern Ontario, does not charge its players. Perhaps implementing a pay-to-play structure in the OJHL will result in a mass exodus to the GOJHL, which Savoy admits is "the strongest junior B loop in the country by far."

But Harvey is not concerned that will happen.

"Junior B is great hockey. If you want to go live in Stratford or Guelph, that's fine, but there's nowhere really around here for them to play," Harvey said.

"And go look at who they play. This is stupid hockey math: 'I don't cut a check so it's a great deal', but meanwhile mom and dad are driving all over the province to watch their kid play, and their kid is driving all over to get to games and practices... Very quickly, in the end, the costs even out."

"The nice thing about the junior A loop is it's a GTA loop."

Savoy, meanwhile, is confident that players will continue to choose the OJHL because of the exposure they receive.

"I don't think kids want to risk not being evaluated and seen by scouts. We've gone from 37 teams to 23 teams (due to contraction that began in 2009), and our number of Division 1 rides has stayed the same," Savoy said.

"If you're a kid looking to move on to the next level, you'll still play in this league. If you're not, maybe you'll go to junior B."

The numbers back up Savoy's claim. According to league statistics from the 2011-12 season, 85 OJHL alumni played for NHL clubs during the 2010-11 campaign. Another 140 OJHL grads played for NCAA Division I squads and 165 suited up at the Canadian Hockey League major junior level.

Savoy also justifies the pay-to-play model by pointing to quality assurances that will be imposed on teams next season. The league recently performed a 110-point audit on all its member franchises, ensuring minimum standards for all clubs to follow. Those requirements come with a significant price tag.

"The standards have now been set. The teams already know what they are. And there are costs associated with that," said Savoy, who was pleased the audit found the league's teams to be approximately 85 per cent compliant.

"Teams might have to practise two more times a week at \$300 an hour. When you try to elevate standards to make a better product for the athlete, there's a cost. And to our owners' credit, they bought into these increases before these changes (to charge players)."

Reputation for having 'daddy owners'

If perception is everything, the OJHL didn't have a lot going for itself a few short seasons ago.

"When I first took over, there was a brand image problem with the OJHL," admitted Savoy, a former Hockey Canada executive who became the OJHL's first full-time commissioner in 2010.

Contracting teams was a start. Blowouts were far too commonplace in the league for anyone's liking, particularly scouts who wanted to see best against best. It's difficult to learn much about players in the third period of a blowout.

Another perception the OJHL continues to battle is that of a league full of "daddy owners" whose primary motivation for funding teams is to ensure their sons can play in the league. If bloodlines are as important as blue lines, both the quality and the credibility of the league are crippled.

OJHL teams introducing pay-to-play model next season

Now, it could be argued, the size of people's wallets might also be a factor in which players suit up for OJHL teams next season.

"We're looking at the business model of junior A hockey. If the business model is that you'll lose X number of dollars, there won't be many people who are going to line up (to buy a team)," countered Savoy, who estimated six or seven OJHL teams are owned by people with sons in the league. "I have heard the daddy owner thing before. Is (St. Michael's Buzzers owner) Mike McCarron a daddy owner? Well, his son was our top defenceman of the year and is a finalist for top defenceman in the country. (Mike is) a father who owns a team that has a kid in the league."

"The days of having kids in the league that can't play in the league are over. The league is so much harder to play in. With 37 teams, you could hide a player or two. You can't hide a player now."

McCarron is perhaps the best example of how the pay-to-play model could work in the OJHL. Members of the Buzzers were responsible for offsetting some of the franchise's costs this season (which was "technically allowed" under OHA rules, Savoy said), and McCarron made no secret about it.

"When families pay, they make a commitment to your program. If they don't see value — I don't want (them) in the room," McCarron tweeted April 10, after the Buzzers won the OJHL championship.

"@stmbuzzers proof charging players helps @ojhlofficial teams. Committed families value program. There for right reasons #nobrainer," he tweeted later that day.

Attempts to reach McCarron for additional comment were unsuccessful. But the Buzzers' success — they reached the final of the Dudley Hewitt Cup central Canadian championship tournament, falling one win short of a trip to the RBC Royal Bank Cup nationals — makes them a blueprint for other teams, Harvey believes.

"It's all about the program," said the Blades GM, adding that minor midget and midget rep hockey — the step before junior A — costs more than some OJHL teams might charge next season. "We already offer a great program, and we're adding more to it next year. I think it's the value the players are getting. It's not just playing a junior A schedule, it's all the other things these players are getting as well."

Resistance not surprising

Not everyone sees it that way. One team, the Newmarket Hurricanes, has been openly opposed to the implementation of a pay-to-play policy, though the club politely declined the opportunity to comment on the subject.

"Although you are correct in that our organization opposes pay-to-play at the Jr. A level, at this time we cannot comment on this situation," Maurice Catenacci, Newmarket's vice-president and GM, replied to a Beaver email seeking the Hurricanes' position on pay to play. "I'm sorry and hope you understand, we've been asked to refrain from divulging any information at the present time."

Fabbri sees several logistical issues to charging players next season.

"I think ice time's a huge thing... It's kind of unfair for a guy not playing as much as another person but paying the same amount. The OHL is free for everyone, so if you're a fourth liner, you can't say... 'Why am I not getting the same ice as this guy?'" said Fabbri, who is undecided whether he'll return to the OJHL next year.

"I also think competition will be a bit watered down. Some of the better players might not have the money to pay and be forced to another league. It may not be as competitive."

OJHL teams introducing pay-to-play model next season

Both Harvey and Savoy understand there will be resistance to the OJHL's change in policy. But, they say, it is a necessary evil.

"This wasn't an overnight decision. We put a lot of time and effort into this. The standards have to be there, and the teams have to make sure they're providing a good product," Savoy said.

"At the end of the day, we have to look at fixing the model. Our teams are losing money. What do we do? Do we let the business die or do we adapt it?" he questioned.

Letting it die is not an option to Harvey and many others.

"Can Canada really exist without junior hockey in these communities? (Teams) are a big part of the history of communities, in the same way that there are buildings you can't knock down. I think people need to look at junior hockey in the same kind of category," Harvey said. "(The Blades) are part of the history of Oakville. This team has been here a long time. If the team does more within the community and brings more local kids onto the team, is that worth anything? The answer might be no, and people say too bad, but it won't be long before these clubs aren't able to exist.

"The days of when you're a junior player, it's a free ride — those days are over."



TABF

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SPORTS

It's Madam President; Denise Burke of the Niagara IceDogs is the only female team president in CHL



By Jim Wallace, The Standard
Saturday, February 2, 2008 12:00:00 EST AM

This is Exhibit F.....referred to in the affidavit of...Denise Burke....sworn before me, this.....14.....day of...NOVEMBER.....2015.

[Handwritten signature over the affidavit]

A COMMISSIONER FOR TAKING AFFIDAVITS

Denise Burke remembers well her first Ontario Hockey League board of governors meeting as president.

She was one of only two women in the room, cause enough to draw attention from the members in attendance.

"I walked in and right away the chair said, 'Everybody clean up your language and I don't want any swearing.'

"I'm sinking in my chair thinking not that I was a spectacle enough before, but now let's really point the finger at her."

More recently, with Trish Campbell and the Oshawa Generals parting ways, Burke is now the only female team president in the Canadian Hockey League, which encompasses the Ontario, Quebec Major Junior and Western hockey leagues.

Not that it's much different than running any other business, she said.

"I've been in business all my life, so you do what you have to do," she said while sitting in the seats at Jack Gatecliff Arena, the IceDogs' home. "There are accounts receivable, accounts payable, your payroll - anything any normal business has is exactly what we do."

"And that's why, when everybody talks to me, I get a lot of raised eyebrows because it's like, 'You're president of a hockey team?' And I say, 'Yeah, I'm not on the ice and God forbid you should ever see me on the ice. It's not a pretty sight.'

"It's running a business, and it's fairly straightforward in that."

Except that the hockey business in Canada is extremely male-dominated. Her husband, Bill, bought the IceDogs last summer and within three months, everything had to be in place.

And neither one of them really knew what they were getting into. There was no office space, no cheques printed, no bank to work with and really no office staff to speak of. And the as-yet unnamed team didn't even have a logo, therefore no identity.

"The hockey side was taken care of because we had the boys coming from Mississauga, but the business side was hard," the 47-year-old said. "For Bill and I, it was an industry we weren't used to because our background was the printing industry."

Things might have been different if they had known hockey, she said. "We would have known the ins and outs, but starting out a brand new company in an industry where we didn't know the particulars.... Every industry has its own rules and regulations, so it's been a real learning curve from the start and we had to learn quickly because there was no grace period."

For many of those early days, she leaned heavily on Campbell, who was president of the Oshawa Generals and had been brought up in the hockey world.

"She had been in the hockey business, so she was a wealth of knowledge."

There was a split second, after she learned Campbell was no longer with the team, she realized she was the lone female head of a hockey team.

"Then I said, 'Eh, nothing's going to change.'"

After all, it's not like she didn't have some experience as a hockey mom. Son Bill Jr. is a former member of the Barrie Colts.

"The OHL had a bad reputation as a meat market where you would push kids through and all we cared about was hockey and didn't care about the boys," she said. "It may have been that way in the past, but it's not true (now)."

"What I can contribute, being a woman, is a little different. It's still a male-oriented business, so the main focus is still putting a team on the ice and let's win on Thursday and let's win on Sunday. Where the IceDogs are different is that I'm a mom and a mom of two boys this age."

"I'm a mom of a boy who has been through the OHL and know the importance of having good, solid billets and the importance of making sure ... they're going to be good students, going to make sure they graduate from high schools because any one of our boys can make it to the NHL. But if they don't, they have something to fall back on."

Bill Jr. has actually returned to school at Queen's University, using scholarship funds from the Barrie Colts to help pay his tuition.

As a mom, Burke can sympathize with mothers of the IceDogs players.

"I can bring the fact that I have two biological sons and I have 23 adopted sons and when their parents or their billets call me, after we have our conversation they know that whatever we do for these boys is what we would want to have done for our own sons."

Burke also respects her adopted sons and for that reason, the dressing room is off limits for her. It's the "boys' room" and she wants them to feel comfortable there, not having to be worried she might walk in at any moment.

At the same time, she's also pleased with the way the players and the team have been accepted in Niagara. Although it's a business, she didn't realize how high-profile it might be.

"You almost feel like you're a mini-celebrity of sorts and I really wasn't expecting that. So many fans have turned into friends because we've gotten to know them so well. We're really becoming part of the community and I don't think we really ever anticipated that."

Even if she is in a male-dominated field.

"There was a lot of perception about how I could do this job. I can do it because I'm not running a practice, I'm running a business."

And the language issue?

"I have two boys around this age and my whole life has been around men."

"Nobody is going to say anything that's going to knock my socks off."

jwallace @stcatharinesstandard.ca sports



TABG

Niagara IceDogs Hockey Club Inc.

Billet Policy Manual 2013 – 2014



This is Exhibit 6 referred to in the
affidavit of Dense Burke
sworn before me, this 14th
day of NOVEMBER 2015

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Go Dogs Go!

Niagara IceDogs
Hockey Club Contact Names & Numbers

Denise Burke, President	Office 905-687-3641 x222 Cell 289-407-4233
Bill Burke, Governor and CEO	Office 905-687-3641 x228 Cell 289-668-0870
Marty Williamson, GM & Head Coach	Office 905-323-9704 Cell 289-407-1871
Joey Burke, Assistant GM	Office 905-323-9755 Cell 289-929-1477
David Bell, Assistant Coach	Office 905-323-9706 Cell 905-325-1541
Billy Burke, Assistant Coach	Office 905-323-9713 Cell 289-668-6867
Pete Dobbin, Trainer	Office 905-323-9707 Cell 905-371-5543
Jill Saxton, Billet Coordinator	Cell 289-687-9696 Home 905-468-9403
Nino Bourikas, Community Appearance Coordinator	Cell 905-246-0339

Curfew Number to Call

David's Office Line 905-323-9706 *

* Player must call from the billet's home line to above number and leave a message as to who is calling and the time of call. Call will be verified for accuracy.

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Billet Families / Player Guidelines

We ask that the player be treated just like any other member of the family. It is important that the player respects the rules of the billet home and the billet family respects and enforces the rules of the hockey club. The values and principles for success are essential to be a member of the Niagara IceDogs and will be expected and enforced at the rink, in the players billet home, in the community and in their school. The players must remember when they are living in homes and/or visiting homes with children, they are looked up to and they are considered role models.

When attending community appearances as representatives of the team, players are asked to dress appropriately. If involved in a ball hockey appearance shorts are acceptable, otherwise khaki pants or the IceDogs team track suit is necessary. Team warm-up jerseys will be worn for each appearance. Hats are not allowed at community appearances unless it is an IceDogs hat or IceDogs toque.

NOTE: Community appearances are not optional. If you are sick or unable to attend the appearance for a legitimate reason you **MUST contact Nino at (905) 246-0339** the night before the appearance in order to arrange for a replacement.

Eligibility

The Niagara IceDogs Hockey Club as per the OHL's Standard Players Agreement will arrange room and board for those players that must leave home in order to fulfill their obligation to the Club and to pursue their hockey career. The Niagara IceDogs encourage players to stay at home (when feasible) and in recognition of those families that provide housing to their own son/player during the season, these families will also be compensated under this policy.

Billet Reimbursement

Billet families will receive \$400.00 per month (pro-rated when necessary), one pair of tickets for all home games and a "no tax" discount on team merchandise, as recognition of their support of the Niagara IceDogs and its players.

Accommodation Requirements

Unless otherwise advised/agreed upon, all billets must provide the following:

- Single or double bed per player – a good mattress is essential
- Dresser and closet space
- Players must have their own room, which will not be shared with anyone
- Foods that the Player likes for meals and snacks (player & billet to discuss and agree on early in the players stay)
- Billet families will provide towels and soap
- Shampoo and toothpaste are the responsibility of the player
- The billeting family usually does the laundry for the player, however, players should be shown and encouraged to do their own laundry when possible
- Dry cleaning is the responsibility of the player
- Long distance calling, extra cable and internet are the responsibility of the player
- Parking: (if applicable) for the player where available to prevent him from receiving tickets.

Player's Meals

Food preferences should be discussed between the player and the billet family. The player should join the family for meals. If this is not possible it is imperative the billet and player communicate to make alternative arrangements. It is not unreasonable to expect a player to prepare his own breakfast, pack his own lunch and clean up after himself. For the main meal (dinner) if the player is expected to eat at a different time from the family, please prepare it in advance and leave instructions with how to warm up etc.

Pre Game and Post Game Meals

Home Games at 7:00pm

The players should eat approximately an hour before they are expected at the arena.

Therefore, in the above situation, the player should eat a carb and a protein around 4pm and be at the arena for 5pm.

After the game, the players are usually very hungry. Some go out with family and friends, some go home right away. It is important to speak to the player about what he would like to eat when he gets home and/or what his plans are so you are prepared.

Home Games at 2pm

This is a difficult game to plan for, speak to the player about what he wants to eat. Some players still want to eat pasta and a protein.

Away Games

Players should eat on their normal schedule before going on a road game. Pre-game and 'post game" is served to the players while they travel. However, some like to pack an extra lunch/snack for the trip. It is suggested the player and billet discuss his likes/dislikes for the lunches he takes to school and on the road.

School

All players enrolled in school "must" attend classes' everyday. The players should be studying and doing homework between 1-1 ½ hours per day. If you notice that your player is not doing homework and/or is struggling, try and talk to them about it and make us aware of the situation. We are committed to helping the players be successful at school and we will arrange for tutoring when necessary.

The player's success at school will be monitored weekly by the coaching staff. The player's education is very important towards his development as a hockey player and as a person during the time he spends in the Niagara Region. Players not attending school will be expected to participate in community service activities and appearances as organized by the Club. Part time work (that does not interfere with the player's career/hockey obligations) may be an option.

Curfews

All players must be in by 10:30pm on week nights. After Saturday night games, if there is no game on Sunday, there will be extended curfew (this will be specified on the calendar and is up to the discretion of the head coach). After night home games the players are expected to be back before Midnight. After away games, players are to return to their billet homes immediately after returning to the arena. (*Please refer to the calendar for day by day curfew times.*)

It is the player's responsibility to call his assigned IceDogs Coach/Mentor every night to check in from the billet house line. The player must "stay in after he calls in for curfew, he must not leave".

Random phone calls for curfew checks will be conducted regularly by the IceDog Coach/Mentors. Curfew violations will be dealt with immediately and effectively on an individual basis.

Any change to the above times is the decision of the **coaching staff** and will be communicated to both the players and the billet families

If a billet notices that a player has not come home all night, the hockey club expects the billet to call. This process is not intended to put the guys in trouble; it is to keep them out of trouble.

Communication is key. We need it to be open and often.

Coaching Staff in Order of Contact:

Marty Williamson, Head Coach:	289-407-1871
David Bell, Assistant Coach:	905-325-1541
Billy Burke, Assistant Coach	289-668-6867
Joey Burke, Assistant General Manager:	289-929-1477

If you have a player concern, please contact Marty. If you have a concern related to billeting please contact Jill.

Players may not be placed (either permanently or temporary) into a new home without organizing through Jill.

Billet Vacations / Days / Weekends Away

Billets must not leave the billet home in sole possession of the player(s) for extended periods of time (over 24 hours). If the billet parents are going to be absent overnight, they must advise Jill (cell:289-687-9696, home: 905-468-9403) of the dates as soon as the plans have been made so that Jill can call on the "back up billets" to arrange temporary billeting.

Players Guests

Players are allowed to have guests visit their billet home with their billet's consent as long as the billet house rules are respected. No girlfriend or parents of players are allowed to stay at the billets homes. We have a special rate at the Quality Inn that they can access. Guests and girlfriends must leave the billet home by curfew.

Drinking and Drugs

Drug use is strictly prohibited. Under age players drinking is strictly prohibited. Under age players drinking alcoholic beverages at any billets home or in a licensed establishment is unacceptable.

It is expected that any alcohol consumed by players of age would be done in a responsible manner and that it is done in moderation on extended curfew nights only and ensuring no driving is planned.

Tobacco Use

Smoking and chewing tobacco is strictly prohibited.

Going Home

Players may not go home unless the Head Coach/GM Marty Williamson has given the player permission. If permission has been given, the hockey club (through Jill) will notify the billet family.

Player Overnights at Other Billet Families

Players **may not** spend the night at another player's billet home unless pre-arranged by the two billet families. Overnights are not allowed through the week and only on a Saturday night of extended curfew at the billet's discretion.

Player Transportation

Players without vehicles will be assigned to players with vehicles. Players with vehicles will be responsible for transporting these players to and from school and the arena. Players are responsible for their own transportation for social activities.

Communication

Communication between the players, the billet family and the hockey club is essential to the success of the relationship.

Please note the following examples:

If the player is not going to be home for meals, it is their responsibility to communicate this to the family ASAP. With busy households these days, it is important to set up a communication arrangement with notes, voicemail messages, work / cell phone numbers so the players are able to contact the billets in good time.

The players must not invite guests (other players) over for dinner without first clearing it with their billet.

Billet house rules should be communicated to the player and the player should be advised when he is not following them to be fair to the rest of the billeting family.

Sickness

The player's school must be called by the billet if the player is sick: Governor Simcoe Secondary School (905) 934-4006. Also, the billet must let the Coaching Staff know that the player has missed school due to an illness. If a call is not made and a message is not left with the school and Coaching Staff, the player will be subject to discipline. If a player is too sick to attend school, we do not want him at practice.

If the player becomes sick during the weekend and / or evenings and they have to go to the hospital, please call the coaching staff at the attached numbers and inform them of the situation. Also, of course, call the player's parents.

Player Hurt in a Game

If a player is hurt in a game and / or has to go to the hospital, the billet will be advised if the player is going to be late or need special attention. The chain of communication will be Pete Dobbin (athletic therapist) to both the parents and billets.

Billet Police Checks

All families (anyone 18 years and older residing in the home) must have a police check completed by the St. Catharines police department and submitted to the Billet Coordinator. Police checks must be done on a yearly basis for new billets and upon request for returning billets. The club has arrangements with the local police department to provide the paperwork needed to be completed and it is the responsibility of each of the billets to pick up their report upon completion and submit it.

This process has been recognized and supported by the Canadian Hockey Association and is intended to protect the family and the player whom they are entrusted with.

Thank you for being an integral member of our family!

Nutrition to Optimize Sports Performance

Louise Blais – lblais@whiteoaksresort.com

*The goal of nutrition is to provide the body with the right nutrients **at the right time** to replenish your energy systems and repair and build muscle tissue.
If the quality of your performance or body matters to you;
pay attention to the quality of your food.*

The Basics:

Carbohydrates (CHO) – should comprise 50-60% of diet depending on activity levels

- Eat more carbohydrates on the days that you exercise
- Energy source – 1 gram = 4 calories
- Excellent sources, in order of nutrient value and fibre content, are vegetables, legumes, fruits, whole grains, processed whole grains...**avoid highly processed and refined sources**...they fatigue your sugar metabolism and provide very little nutrition
- Carbohydrates break down into glucose. Glucose is stored as glycogen in liver and muscles for later use. Stored muscle glycogen is the fuel we use for most of our exercise. To replace the used glycogen after exercise it is important to eat carbohydrates within 20 minutes of the end of your workout. This is especially important when you workout on consecutive days.
- Immediately after exercise consume a snack that provides 200-300 calories of mostly carbohydrate and a little protein (ie. power bar, peanut butter sandwich, smoothie, yogourt)
- The brain uses *only* blood sugar (need 120g/day...480 calories...that's why depriving ourselves of carbohydrates makes us stupid)
- Need to consume 150g/day to spare muscle protein (450 calories)
- Avoid Gluconeogenesis – the breakdown of muscle protein to create glucose by eating *regularly* (every 3 hours) and nutritionally supporting your exercise (eat more when you exercise more).
- Try to eat carbohydrates that rank below 55 on the glycemic index (except immediately *after* exercise...then higher glycemic is better)

Low Glycemic Foods (below 55):

Skim milk
Plain Yogurt
Soy beverage
Apple/plum/orange
Sweet potato
Oat bran bread
All-Bran™
Converted or Parboiled rice
Pumpernickel bread
Al dente (firm) pasta
Lentils/kidney/baked beans
Chick peas

Moderate Glycemic Foods (between 55-69):

Banana
Pineapple
Raisins
New potatoes (boiled)
Oatmeal
Popcorn
Split pea or green pea soup

Brown rice
 Couscous
 Basmati rice
 Shredded wheat cereal
 Whole wheat bread
 Rye bread

High Glycemic Foods (over 70)...best consumed *immediately* after exercise:

White bread
 Juice
 Candy
 Cornflakes
 Cheerios
 Rice cakes
 Pretzels
 Red potato (baked)
 White rice

Glycogen Loading Protocols:

Modern Method:

Day	1	2	3	4	5	6	7
Food	Normal	50% CHO	50% CHO	70% CHO	70% CHO	70% CHO	See "Eating Times"
Exercise	90 min. @ 70-75% of MVO2	40 min. @ 70-75% of MVO2	40 min. @ 70-75% of MVO2	20 min. @ 70-75% of MVO2	20 min. @ 70-75% of MVO2	REST	RACE

Pros: Both methods increase muscle glycogen stores by 50 -60% which may increase the athlete's ability to perform at higher intensities over longer periods of time (at least one hour)

Cons: Both methods will slightly increase weight because of enhanced stored glycogen and water
 Traditional Method has low compliance because of food and exercise stress

Carbohydrate Eating Times and Amounts:

Pre-Exercise/Competition:

3-4 hours prior to competition – 200-300g of CHO
 30 – 60 minutes before competition - 50 – 75g of CHO (preferably Low GI)

During Training/Competition:

For every hour of exercise/competition - 30 – 60g of CHO
 6-8% concentration = 14g of CHO/250ml (may need to dilute sport drink)

Post Exercise/Competition:

Within 30 minutes after cessation (and every 2 hours thereafter for 4 – 6 hours) - 1.5g of CHO per kg of body weight (ex: 70kg athlete = 105g) combined with .5g of protein per kg of body weight

Carbohydrate content of common foods:

Sports and Fitness Nutrition; Wildman & Miller, 2004

- ½ cup orange juice 14g
- Small bowl of cornflakes 26g
- Apple 12g
- 1 bagel 46g
- 1 slice white bread 38g
- 1 medium baked potato 22g
- Banana 23g

- 4 tbsp mashed potatoes 28g
- 1 tbsp raisin 21g
- 1 slice cantaloupe 6g
- 1 orange 12g

Common Carbohydrate Sources:

Food	Serving	Grams of CHO	Total Calories
Apple	1	21	81
Apple Juice	1 cup	29	116
Bagel	1	36	187
Banana	1	27	104
Broccoli	1 cup	5	25
Carrots	½ cup	8	35
Cheerios	1 cup	18	84
Corn	½ cup	16	66
Cracker	4	9	52
Gatorade	1 cup	14	50
Granola	1/2 cup	37	173
Granola Bar	1	29	187
Grapes	10	9	36
Grape Juice	1 cup	38	154
Lentils	½ cup	20	115
Lettuce	½ cup	1	5
Milk (skim)	1 cup	12	86
Muffin (small)	1	22	144
Oatmeal	1 cup	25	145
Orange	1	15	62
Orange Juice	1 cup	27	112
Pasta	1 cup	40	197
Pop	1 can	38	151
Popcorn (plain)	1 cup	8	32
Potato (plain, baked)	1	51	220
Powerade	1 cup	19	70
Pita (6 ½" diam.)	1	33	165
Pretzel (thin sticks)	10	2	11
Rice (white, cooked)	1 cup	58	267
Soy (beans, dry roasted)	1 cup	28	387
Tomato (chopped, raw)	1 cup	2	38
Tomato Juice	1 cup	10	41
White Bread	1 slice	12	67
Whole Wheat Bread	1 slice	13	69

Proteins – should comprise ~ 25% of diet

- Repair and recovery, immunity, growth, neurotransmitters, BP reg.
- 1 gram = 4 calories
- 20 amino acids, 9 are essential
- how much you need depends on your muscle mass and your goals
- WHO (1985) - adults and elderly need .35 gm/lb/day
- Active people need 0.5-0.8 gm/lb/day
- Sources include fish, meat, eggs, dairy, beans, rice, grains, nuts, seeds
- What does this look like? 3 eggs – 25g

1 chicken breast – 25g
 1 can of tuna – 15g
 1 protein shake – 30g
 1 glass of milk – 10 g (soy milk 7g)
 1 ounce almonds – 5g
 1 cup oatmeal/rice – 6 g (quinoa ½ c-11g)

1 cup fresh soybeans – 22g
 1 cup broccoli/spinach – 5g

Common Protein Sources

Food	Amount	Grams of Protein	Total Calories
Beef (ground)	120 grams	32	316
Beef (cut)	120 grams	33	198
Chicken (breast w/o skin)	1	27	142
Chicken (thigh w/o skin)	1	13	108
Egg	1	6	74
Ham	120 grams	24	164
Salmon (canned)	120 grams	22	157
Tofu	½ cup	10	94
Tuna (canned)	90 grams	22	99

Fats – should comprise 20-25% of diet, depending on your activity levels

- Energy source, manufacture hormones, nerve cells & cell membranes
- 1 gram = 9 calories
- Saturated, monounsaturated, polyunsaturated and *essential*
- Mono – olive oil, nuts, peanut butter
- Poly – more easily oxidized – not as good
- Trans fats – increase LDL, lower HDL, strongly linked to heart disease and cancer, they mimic EFAs and take their place in cellular membrane, cause inflammation ****avoid****
- Essential fatty acids – omega 3 is the most important - excellent anti-inflammatory - fish oil is BY FAR the best source of Omega 3s.
- Sources of EFAs? Cold water fish, oils, nuts, seeds
- Try to get 10g of EFAs and monounsaturated fat per meal (which means...to avoid too much *overall* fat...your protein sources at each meal *must* be lean)
- Avoid saturated fats from tropical and palm oils

Common Fat Sources

Food	Amount	Grams of Fat	Total Calories
Almonds (dry roasted)	1 cup	71	810
Butter	1 tbsp	11	100
Cheese	30 grams	8	101
Cream Cheese	30 grams	10	99
Margarine	1 tbsp	11	100
Mayonnaise	1 tbsp	5	58
Oil (Olive, Canola, etc...)	1 tbsp	14	124
Peanuts (oil roasted)	1 cup	71	837
Peanut Butter	2 tbsp	16	190
Sunflower Seeds (oil roasted)	½ cup	20	209
Soya (beans, dry roasted)	½ cup	19	387

Breakfast Ideas:

- Oatmeal with pecans or flax oil
- Applesauce with walnuts and raisins
- Whole grain toast with natural peanut butter
- Egg omelette with veggies
- Yoghurt with fruit and seeds or hemp hearts
- Quinoa with nuts and soy milk
- Breakfast smoothie with flax oil/Udo's Choice oil

Lunch Ideas:

- Salad with chicken or tuna and oil dressing

- Turkey with spinach and low fat cheese in a whole wheat pita
- Whole grain flat bread with hummus and vegetables
- Sodium reduced vegetable soup with whole grain crackers
- Multigrain veggie pizza, light on the cheese

Dinner Ideas:

- Baked salmon with veggies
- Meat or chicken with steamed vegetables and brown rice
- Vegetarian chili
- Whole wheat pasta with ground turkey meat and veggie sauce
- Shrimp or chicken tossed with whole wheat pasta, olive oil and cajun spice

Snack Ideas:

- Apples with peanut butter
- Fruit with handful of almonds
- Veggies with hummus
- Hard-boiled eggs
- Frozen yogurt tube
- Multigrain crackers with peanut butter
- PC's Whole wheat fig newtons
- Homemade trail mix

Common Foods

Food	Amount	CHO	Protein	Fat	Total Calories
Beef Stew	1 cup	15	16	11	218
Chicken Fajita	1	50	22	13	405
Chicken Noodle Soup	1 cup	9	4	2	75
Chili Con Carne	½ cup	11	12	4	128
Hamburger	1	31	26	26	466
Lasagna	1 piece	39	22	15	382
Macaroni and Cheese	1 cup	40	17	22	430
Peanut Butter and Jelly Sandwich	1	50	13	16	370
Pizza (Pepperoni and Cheese)	1 slice	27	12	8	226
Tuna Casserole	1 cup	26	17	7	238

Understanding Normal and Clinical Nutrition Fifth Edition; Whitney, Cataldo & Rolfes; 1998

Summary:

- Diet should consist of 55% carbohydrates, 20% of fat and 25% of protein
- Protein requirements differ from person to person because of their body weight and goals
(teenagers and athletes need between 1.2 - 1.4g/kg of body weight; strength athletes need 1.6-1.7g/kg and endurance athletes need 1.2-1.4g/kg)
- Eating carbohydrates within 20 minutes after competition/practice significantly aids in reloading muscle glycogen stores, which take 24 hours to fully replenish (ingesting caffeine with these CHO can increase glycogen storage by 66%)
- Proper hydration is essential in sports performance. Drinking between 400 – 600ml 2 -3 hours before exercise and 150 – 350ml every 15 minutes during exercise helps to alleviate the effects of dehydration such as rising core temperature, elevated heart rates, nausea, headaches, tiredness, electrolyte imbalances, etc...

- Eating breakfast and making healthy dietary choices (clean, lean meat; tons of vegetables; whole wheat breads and pasta; fish oil) are crucial to sports performance

NIAGARA ICEDOGGS 2013/2014 BILLET CALENDAR

SEPTEMBER 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
			BILLET MEETING	HOME OPENER VS MISSISSAUGA 7PM BFC – Pre-game Skate 10am Curfew Midnight	BFC – White Oaks 9:30am Maid of The Mist – 4pm and Team Dinner at the Regency – 5pm Curfew – 10:30pm	Practice – Noon Possible extended curfew
22	23	24	25	26	27	28
Practice – Noon Curfew – 10:30pm	BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	@ KINGSTON 7PM See trip itinerary	@ BELLEVILLE 705PM See trip itinerary	
29	30					
@ OTTAWA 2PM See trip itinerary	BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm					

ONTARIO HOCKEY LEAGUE

OCTOBER 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6 @ WINDSOR 205PM See trip itinerary	7 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	8 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	9 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	10 VS NORTH BAY 7PM BFC – Pre-game skate – 10am Curfew Midnight	11 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	12 Practice – Noon Possible extended curfew
13 Practice – Noon Curfew – 10:30pm	14 @NORTH BAY 2PM See trip itinerary	15 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	16 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	17 VS OTTAWA 7PM BFC – Pre game skate – 10am Curfew Midnight	18 @ GUELPH 730PM See trip itinerary	19 VS BELLEVILLE 7PM Pre game skate – Noon Possible extended curfew
20 Practice – Noon Curfew – 10:30pm	21 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	22 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	23 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	24 @ BARRIE 730PM See trip itinerary	25 VS PETERBOROUGH 7PM BFC – Pre game skate – 10am Curfew Midnight	26 Practice – Noon Curfew – 10:30pm
27 @ OSHAWA 605PM See trip itinerary	28 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	29 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	30 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	31 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm		

ONTARIO HOCKEY LEAGUE

NOVEMBER 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Practice – Noon Curfew – 10:30pm	4 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	5 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	6 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	7 VS SARNIA 7PM BFC – Pre game skate – 10am Curfew Midnight	8 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	9 VS OSHAWA 7PM Pre game skate – noon Possible extended curfew
10 Practice – Noon Curfew – 10:30pm	11 @ ERIE 2PM See trip itinerary	12 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	13 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	14 VS Sarnia 7PM BFC – Pre game skate – 10am Curfew Midnight	15 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	16 @ BARRIE 730PM See trip itinerary
17 @ SUDBURY 2PM See trip itinerary	18 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	19 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	20 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	21 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	22 VS SUDBURY 7PM BFC – Pre game skate – 10am Curfew Midnight	23 @ PETERBOROUGH 705PM See trip itinerary
24 @ OTTAWA 2PM See trip itinerary	25 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	26 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	27 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	28 VS LONDON 7PM BFC – Pre game skate – 10am Curfew Midnight	29 @ SUDBURY 730PM See trip itinerary	30 @ SOO 707PM See trip itinerary

ONTARIO HOCKEY LEAGUE

DECEMBER 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Practice – Noon Curfew – 10:30pm	2 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	3 BFC – White Oaks 9:30am WAINFLEET COMMUNITY SKATE 5-7PM Curfew – 10:30pm	4 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	5 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	6 @ MISSISSAUGA 730PM See trip itinerary	7 VS NORTH BAY 7PM Pre-game skate – noon Possible extended curfew
8 Practice – Noon Curfew – 10:30pm	9 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	10 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	11 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	12 VS ERIE 7PM BFC – Pre game skate – 10am Curfew/Midnight	13 @ KINGSTON 7PM See trip itinerary	14 @ BELLEVILLE 705PM See trip itinerary
15 Practice – Noon Curfew – 10:30pm	16 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	17 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	18 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	19 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	20 @ LONDON 730PM See trip itinerary	21 XMAS BREAK
22 XMAS BREAK	23 XMAS BREAK	24 CHRISTMAS EVE	25 CHRISTMAS DAY	26 BOXING DAY XMAS BREAK	27 Practice – 2:30pm Curfew – 10:30pm	28 @ OWEN SOUND 730PM See trip itinerary
29 Practice - Noon Curfew – 10:30pm	30 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	31 VS BELLEVILLE 6PM BFC – Pre game skate – 10am Curfew/Midnight				

ONTARIO HOCKEY LEAGUE

JANUARY 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	2 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	3 @ SAGINAW 7:11PM See trip itinerary	4 @ PLYMOUTH 7:05PM See trip itinerary
5 Practice – Noon Curfew – 10:30pm	6 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	7 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	8 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	9 VS GUELPH 7PM BFC – Pre game skate – 10am Curfew – Midnight	10 @ KITCHENER 7:30PM See trip itinerary	11 VS WINDSOR 7PM Pre game skate – noon Possible extended curfew
12 Practice – Noon Curfew – 10:30pm	13 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	14 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	15 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	16 VS KINSTON 7PM BFC – Pre game skate – 10am Curfew – Midnight	17 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	18 @ BARRIE 7:30PM See trip itinerary
19 @ NORTH BAY 2PM See trip itinerary	20 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	21 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	22 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	23 VS MISSISSAUGA 7PM BFC – Pre game skate – 10am Curfew – Midnight	24 @ ERIE 7PM See trip itinerary	25 VS OTTAWA 7PM Pre Game skate – noon Possible extended curfew
26 Practice - Noon Curfew – 10:30pm	27 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	28 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	29 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	30 VS ERIE 7:30PM See trip itinerary	31 @ MISSISSAUGA 7:30PM See trip itinerary	

ONTARIO HOCKEY LEAGUE

FEBRUARY 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>Family Day</i>	<i>Family Day</i> - 11:00 am - 3:00 pm	<i>Family Day</i>				
2	Practice - Noon Curfew - 10:30pm	3 BFC - White Oaks 9:30am JORDAN COMMUNITY SKATE 530-730PM Curfew - 10:30pm	4 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	5 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	6 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	7 VS SAGINAW 7PM BFC - Pre game skate - 10am Curfew Midnight
9	Practice - Noon Curfew - 10:30pm	10 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	11 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	12 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	13 VS BARRIE 7PM BFC - Pre game skate - 10am Curfew/Midnight	14 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm
16	VS SUDBURY 2PM Curfew - 10:30pm	18 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	19 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	20 VS KINGSTON 7PM BFC - Pre game skate - 10am Curfew/Midnight	21 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	22 VS NORTH BAY 7PM Game day skate - noon Curfew - 10:30pm
23	@ MISSISSAUGA 2PM See trip itinerary	24 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	25 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	26 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm	27 VS MISSISSAUGA 7PM BFC - Pre game skate - 10am Curfew/Midnight	28 BFC - White Oaks 9:30am Practice - 2:30pm School - White Oaks 4:30pm Curfew - 10:30pm

ONTARIO HOCKEY LEAGUE

MARCH 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 @ SUDBURY 7PM See trip itinerary
2 @ NORTH BAY 2PM See trip itinerary	3 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	4 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	5 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	6 VS PLYMOUTH 7PM BFC – Pre game skate – 10am Curfew – Midnight	7 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	8 Practice – Noon Curfew – 10:30pm
9 VS BARRIE 2PM Curfew – 10:30pm	10 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	11 @ PETERBOROUGH 705PM See trip itinerary	12 BFC – White Oaks 9:30am Practice – 2:30pm School – White Oaks 4:30pm Curfew – 10:30pm	13 VS MISSISSAUGA 7PM BFC – Pre game skate – 10am Curfew – Midnight	14 @ MISSISSAUGA 730PM See trip itinerary	15 Practice – Noon Curfew – 10:30pm
16 VS PETERBOROUGH 2PM Curfew – 10:30pm	17	18	19	20	21	22
23	24	25	26	27	28	29
		31				



TABH

This is Exhibit H referred to in the affidavit of Denise Burke.....
sworn before me, this 14th day of NOVEMBER 2015

IMPORTANT NOTICE TO PLAYER

This agreement imposes obligations upon you and confers to you certain rights.

A COMMISSIONER FOR TAKING AFFIDAVITS

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
 - b) 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 retained by 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 ten (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 of this Agreement) shall be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.

4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, 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 employee/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, 2013, and ending on the 31 day of August, 2016.

(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, 2016, 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,

services 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, 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, film 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 thereto 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 benefit.

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 CHL.

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 assigned 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

concerns 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's domicile. All other financial obligations and benefits to the Player immediately cease with 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 OHL 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 Constitution, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be own 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 attest 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 hereto have signed and set their seals hereto on this 20 day of August, 2013.

SIGNED SEALED AND DELIVERED IN THE

Sonya Burke Niagara IceDogs
PRESENCE OF Sam Bang Name of City

Witness

John H. Johnson Authorized Signing Officer

(Title: General Manager)

Signature of Player

3886 Lakeshore Rd. Beaconsfield
Home Address of Player

Ont. LCR 181

10/11/96

Date of Birth of Player

S074 163 961

Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

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

1. This acknowledgement does not form part of the Standard Player Agreement, but is merely related thereto.
2. 1/ We have read and understand the terms and conditions contained in the Standard Player Agreement.
3. 1/ We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
4. 1/ 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 post-draft professional hockey positions.
5. After due deliberation and having sought whatever advice 1/ We deem appropriate, 1/ We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and 1/ We approve of it.

Witness

(Signature of Parent or Guardian)

Witness

(Signature of Parent or Guardian)

8/20/13

Date

3886 Lakeshore Rd.
Home address of Parent/Guardian

Beaconsfield, Ont.
LCR 181

NOTE: Agreement must be filed with either Certificate of Independent Legal Advice or Waiver.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Sam Bang, a member of the bar of the Province / State of Ontario, hereby acknowledge that:

1. I have been consulted by Sam Bang, (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 compulsion 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 making this decision, the Player has not been subjected to any stress or influence on the part of the Club or the OHL.

Sam Bang John H. Johnson
Witness (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 Beaconsfield, Ont. day of August, 2013.

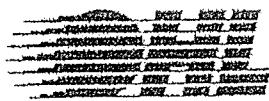
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Commissioner
Of the Ontario Hockey League

SCHEDULE H**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	\$60	Weekly
3	\$60	Weekly
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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

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 situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

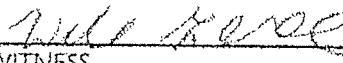
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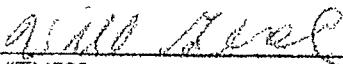
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HOCKEY CLUB

PLAYER

PARENT

PARENT

2012-2013
ONTARIO HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

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 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:

John Hall
WITNESS

John Hall
HOCKEY CLUB

Will Berg
WITNESS

Will Berg
PLAYER

Will Berg
WITNESS

Sam Berg
PARENT

Sam Berg

Sam Berg



TABI

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Wednesday, October 30, 2013 4:32 PM
To: 'Jeff Jackson'
Subject: RE: Sam Berg player agreement
Attachments: image001.gif; Sam Berg Schedule c amended.doc

Hi Jeff,

The league office returned Sam's contract today as unapproved because of a slight word change that needs to take place in schedule C, Clause 2. In order for an agreement to be valid for 4 years upon playing in one exhibition or regular season game, the words "pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement" must be included in Clause 2 of Schedule C. The clauses guarantee the contract in the scenario that Sam was injured, suspended, or did not make the team.

I have added this phrase to Clause 2 of Sam's schedule C and attached it to this email. In order for the contract to be approved by the league I will need to re-file the Schedule C with the updated wording and signatures. If you could return it to me at your earliest convenience I would greatly appreciate it, either by email, or by fax to 905-323-9709. Thank you very much.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net



*This is Exhibit I.....referred to in the
 affidavit of...Denise Burke.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....20.15

 A COMMISSIONER FOR TAKING AFFIDAVITS*

From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Wednesday, August 21, 2013 8:32 AM
To: j.burke@niagaraicedogs.net
Subject: FW: Sam Berg player agreement

Joe,

Attached is Sam Berg's signed contract.

Jeff Jackson

The Orr Hockey Group
 c: 416.272.2017
 o: 905.637.0580



TABJ

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Friday, December 13, 2013 9:13 AM
To: 'Jeff Jackson'
Subject: FW: Sam Berg player agreement
Attachments: image001.gif; Sam Berg Schedule c amended.doc

Hi Jeff,

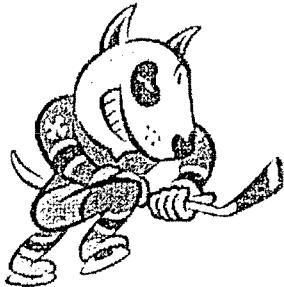
I was just wondering if you have had a chance to look into the revisions I sent you below regarding SAM BERG's contract. If you could let me know your thoughts I would greatly appreciate it. Thank You.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net

*This is Exhibit J.....referred to in the
 affidavit of.....Denise Burke.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....2015.*

 A COMMISSIONER FOR TAKING AFFIDAVITS



From: Joey Burke [mailto:j.burke@niagaraicedogs.net]
Sent: Wednesday, October 30, 2013 4:32 PM
To: 'Jeff Jackson'
Subject: RE: Sam Berg player agreement

Hi Jeff,

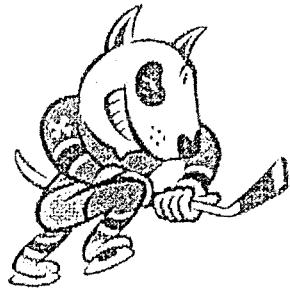
The league office returned Sam's contract today as unapproved because of a slight word change that needs to take place in schedule C, Clause 2. In order for an agreement to be valid for 4 years upon playing in one exhibition or regular season game, the words "pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement" must be included in Clause 2 of Schedule C. The clauses guarantee the contract in the scenario that Sam was injured, suspended, or did not make the team.

I have added this phrase to Clause 2 of Sam's schedule C and attached it to this email. In order for the contract to be approved by the league I will need to re-file the Schedule C with the updated wording and signatures. If you could return it to me at your earliest convenience I would greatly appreciate it, either by email, or by fax to 905-323-9709. Thank you very much.

Sincerely,

Joey Burke
 Assistant General Manager

Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net



From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Wednesday, August 21, 2013 8:32 AM
To: j.burke@niagaraicedogs.net
Subject: FW: Sam Berg player agreement

Joe,

Attached is Sam Berg's signed contract.

Jeff Jackson

The Orr Hockey Group

c: 416.272.2017
o: 905.637.0580
e: jjackson@orrhockey.com



TABK

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Tuesday, December 17, 2013 11:46 AM
To: 'Ted Baker'
Subject: RE: BERG
Attachments: image001.gif

Hi Ted,

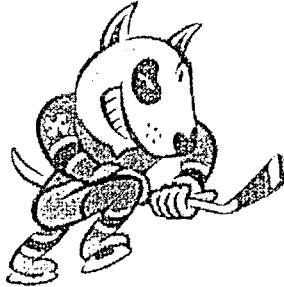
I just wanted to send a quick update, I was able to get a hold of Sam Berg's Agent, he has the revised schedule c, has agreed to the language changes, and has told me he will have BILL BERG (father) sign off and return it to me ASAP. I will file as soon as I can. Thank You.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net

*This is Exhibit K.....referred to in the
 affidavit of...Denise Burke.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....20.15*

.....A COMMISSIONER FOR TAKING AFFIDAVITS



From: Ted Baker [mailto:tbaker@chl.ca]
Sent: Thursday, December 12, 2013 3:26 PM
To: MartyWilliamson
Cc: JoeyBurke
Subject: BERG

Hi Marty,

Can you please advise as to the status of Sam Berg's revised contract....the original was sent back to your hockey club for revision on October 28th.

Thanks

Ted

Regards,

Ted Y Baker, OHL
Vice President
tbaker@chl.ca
416-299-8700 ext 227



TABL

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Friday, December 20, 2013 10:05 AM
To: 'Jeff Jackson'
Subject: RE: Berg Schedule C
Attachments: image001.gif; image002.png

Hi Jeff,

Were the Berg's able to sign the schedule c last night? Thank You.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net



*This is Exhibit L.....referred to in the
 affidavit of....Denise Burke.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....2013.*

DSB

..... A COMMISSIONER FOR TAKING AFFIDAVITS

From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Thursday, December 19, 2013 10:52 AM
To: Joey Burke
Subject: Re: Berg Schedule C

Did you get Sam to sign the other day?

Jeff Jackson

Orr Hockey Group
 c: 416.272.2017
 o: 905.637.0580
 e: jjackson@orrhockey.com



From: Joey Burke <j.burke@niagaraicedogs.net>
Date: Thursday, 19 December, 2013 10:43 AM

To: Jeff Jackson <jjackson@orrhockey.com>

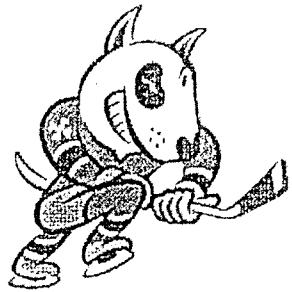
Subject: Berg Schedule C

Hi Jeff,

I just wanted to check in to see if you were able to get Bill Berg to sign the revised schedule c I sent you. The league would like this back ASAP. Thank You.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net





TABM

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Friday, December 20, 2013 2:07 PM
To: 'Ted Baker'
Subject: Berg
Attachments: image001.gif

Hi Ted,

I just wanted to send another quick follow up on this, I have been relentless in phoning the agent to get this done, he has assured me the family has the revised schedule c and will sign and return to him asap, at which point he will get to me to file with the league. I apologize for the delay in this and I will make sure I file it as soon as I am able to. Thank You very much.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net

*This is Exhibit M referred to in the
affidavit of...Denise Burke
sworn before me, this 14th
day of NOVEMBER 2015*

[Handwritten signature]





TABN

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
 Sent: Monday, December 30, 2013 10:19 AM
 To: 'Jeff Jackson'
 Subject: RE: Berg Schedule C
 Attachments: image001.gif; image002.png

Hi Jeff,

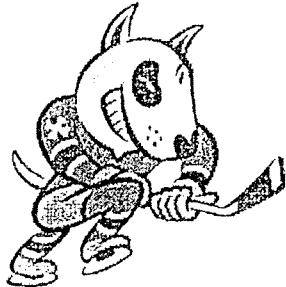
I just wanted to send a quick note to check on any updates with Berg's Schedule c? Thank You.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net

This is Exhibit N referred to in the
 affidavit of Denise Burke
 sworn before me, this 14th
 day of NOVEMBER 2015

[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

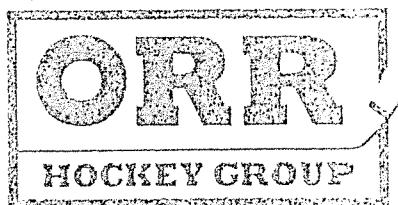


From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Saturday, December 21, 2013 7:56 AM
To: Joey Burke
Subject: Re: Berg Schedule C

I spoke with Bill and sent the revised Schedule C to him on Thursday...I haven't seen anything back yet.

Jeff Jackson

Orr Hockey Group
 c: 416.272.2017
 o: 905.637.0580
 e: jjackson@orrhockey.com



From: Joey Burke <j.burke@niagaraicedogs.net>
Date: Friday, 20 December, 2013 10:04 AM

To: Jeff Jackson <jjackson@orrhockey.com>
Subject: RE: Berg Schedule C

Hi Jeff,

Were the Berg's able to sign the schedule c last night? Thank You.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net



From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Thursday, December 19, 2013 10:52 AM
To: Joey Burke
Subject: Re: Berg Schedule C

Did you get Sam to sign the other day?

Jeff Jackson

Orr Hockey Group
c: 416.272.2017
o: 905.637.0580
e: jjackson@orrhockey.com



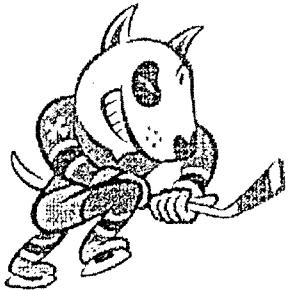
From: Joey Burke <j.burke@niagaraicedogs.net>
Date: Thursday, 19 December, 2013 10:43 AM
To: Jeff Jackson <jjackson@orrhockey.com>
Subject: Berg Schedule C

Hi Jeff,

I just wanted to check in to see if you were able to get Bill Berg to sign the revised schedule I sent you. The league would like this back ASAP. Thank You.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net





TABO

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Monday, December 30, 2013 10:23 AM
To: 'Jeff Jackson'
Subject: RE: Berg Schedule C
Attachments: image001.gif; image002.png

Great thanks Jeff.

Sincerely,

Joey Burke
 Assistant General Manager
 Niagara IceDogs - 2012 Eastern Conference Champions
 Tel 905-323-9755
 Fax 905-323-9709
www.niagaraicedogs.net



*This is Exhibit O referred to in the
 affidavit of...Denise Burke.....
 sworn before me, this 14th
 day of NOVEMBER 2015*

W.A.
 A COMMISSIONER FOR TAKING AFFIDAVITS

From: Jeff Jackson [mailto:jjackson@orrhockey.com]
Sent: Monday, December 30, 2013 10:20 AM
To: Joey Burke
Subject: Re: Berg Schedule C

Why don't you call Bill directly 289-213-8656. I am in Sweden.

Jeff Jackson

Orr Hockey Group
 c: 416.272.2017
 o: 905.637.0580
 e: jjackson@orrhockey.com



From: Joey Burke <j.burke@niagaraicedogs.net>
Date: Monday, 30 December, 2013 10:18 AM
To: Jeff Jackson <jjackson@orrhockey.com>
Subject: RE: Berg Schedule C



ТАВР

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Tuesday, December 31, 2013 5:21 PM
To: 'Ted Baker'
Subject: Berg SPA
Attachments: Sam Berg Final Signed SPA revised c.pdf; image001.gif

Hi Ted,

I have attached Sam Berg's SPA to this email with the revised schedule c signed by all parties. I apologize for the delay in filing. Thank You.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net



This is Exhibit referred to in the
affidavit of *Denise Burke*
sworn before me, this 14th
day of NOVEMBER 2015
.....
A COMMISSIONER FOR TAKING AFFIDAVITS



TABQ

This is Exhibit...N...referred to in the
affidavit of...Denise Burke
sworn before me, this...14th
day of...NOVEMBER...2015

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

IMPORTANT NOTICE TO PLAYER

This agreement imposes obligations upon you and confers 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
 - b) 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 ten (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.

4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, 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, 2013 and ending on the 31 day of August, 2016.

(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, 2016, 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. If/HF 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 illness 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 on to a maximum of \$500.00 less 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,

1. **GENERAL AND PROVISIONS** (APPLICABLE TO THE CLUB IN ACCORDANCE WITH OHL / OHL AGREEMENTS)

- 2.1 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 education to the maximum reasonable extent;
- 2.2 Adhere to the Canadian Hockey League's Education and Anti-Doping Policy;
- 2.3 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
- 2.4 Adhere to 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, curfew, absence from school and leaving the Club without the Club's consent.

3. **PUBLICITY**

- 3.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's image.
- 3.2 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.
- 3.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensee 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.
- 3.4 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 souvenirs 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.
- 3.5 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.
- 3.6 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.

4. **ACKNOWLEDGEMENT**

- 4.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to money, 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.

5. **MEDICAL EXAMINATION**

- 5.1 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.

6. **PHYSICAL CONDITION AND INJURY**

- 6.1 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).
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. **RECOURESES OF THE CLUB**

- 7.1 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.

8. **TRANSFERABILITY OF AGREEMENT**

- 8.1 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.
- 8.2 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.
- 8.3 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 assigned Club.

9. **TERMINATION BY PLAYER**

- 9.1 If the Club is in default of any payments or other benefits liability 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's 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 protocol list of the Club in accordance with the CHL 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 (as is 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 jointly promise and agree to be fully bound by all the terms and provisions of the Constitution, 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 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 this 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 submit 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 to 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 18 of this Agreement, the rights conferred by this 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 hereto have signed and set their hands hereto this 20 day of August, 2015.

SIGNED, SEALED AND DELIVERED IN THE

Presence of

Witness

Address

Name of Club

Title

Signature of Player

Home Address of Player

Ont. L.R. 161

10/11/86

Date of Birth of Player

524-163-761

Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

17/16

Sam Berg

parent(s) or guardian(s) of

Sam Berg

and Player's

the Player's

SCHEDULE 8**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
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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, 2019.

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 Player's 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 seasons, 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 situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

WITNESS

WITNESS

WITNESS

HOCKEY CLUB

PLAYER

PARENT

PARENT

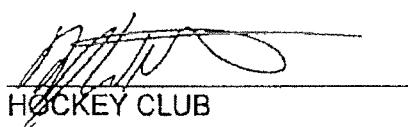
SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT

PERMISSIBLE BENEFITS

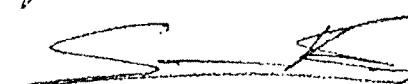
1. This Schedule "C" to the Ontario Hockey League Standard Player Agreement (the "Agreement") between the Niagara IceDogs Hockey Club and Sam Berg (the "Player") amends the terms of the Agreement (including, without limitation, Schedule "B" thereto) and is incorporated into and shall be deemed part of 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 guaranteed upon the Player playing in one (1) OHL exhibition or regular season game pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement.
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:

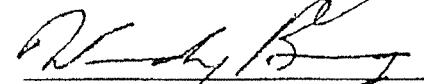

WITNESS


HOCKEY CLUB

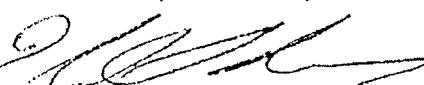

WITNESS


PLAYER


WITNESS


PARENT


WITNESS


PARENT



TABR



35 Queen Street
St Catharines, ON
L2R 5G4
T: 905-687-DOG1 (3641)
F: 905-682-9129

Fax

To: Jay Varady **From:** Joey Burke

Fax: 712-224-2738 **Pages:** 2 (including cover)

Phone: **Date:** 10/25/2013

Re: Sam Berg Release Form **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Jay,

Please sign the included form and return to me by fax to 905-323-9709 or by email to j.burke@niagaraicedogs.net. Please send the release cheque made out to the Niagara IceDogs Hockey Club to:

35 Queen Street
St. Catharines, Ontario, Canada, L2R5G4

Thank You.

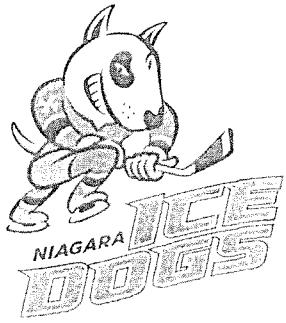
Sincerely,

Joey Burke

Assistant General Manager

Niagara IceDogs

This is Exhibit R.....referred to in the
affidavit of....Denise Burke.....
sworn before me, this.....14th.....
day of.....NOVEMBER....2015.....
.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS



35 Queen Street
St Catharines, Ontario,
Canada L2R 5G4
Tel. 905 687 DOG1 (3641)
Fax 905 682 9129

www.niagaraicedogs.net

The Niagara IceDogs and Sioux City Musketeers Hockey Clubs have agreed on a release fee of \$2500 for player SAM BERG. Upon receipt of the cheque at the Niagara IceDogs office, and the joint signatures of this document, the Niagara IceDogs agree to release player SAM BERG to the Sioux City Musketeers.



Niagara IceDogs

Sioux City Musketeers



TABS

Joey Burke

From: Frank Girhiny [frank.girhiny@gmail.com]
Sent: Wednesday, October 22, 2014 8:46 AM
To: Joey Burke
Cc: frank.girhiny
Subject: Sam Berg
Attachments: Sam Berg Falcons.docx

Hey Joey,

Sam Berg came to our team from the Niagara Ice Dogs in November of 2013.

Sam played in 8 games with the Falcons where he accumulated 4 goals and 4 assists along with 37 PIMS and a one game league suspension.

In mid December of 2013, Sam did not show up for a practice. Once I text him asking where he was as we were about to step on the ice, he called me stating he no longer wanted to play as he thought he was a top 6 forward on our club. He requested that he be traded to another team which was Thorold.

On December 17, 2013 the Falcons traded Sam to the Thorold Blackhawks.

After speaking with our Head Athletic Therapist Len Ferraro it is our understanding that Sam did not miss any games with the Falcons do to injury.

I have attached Sam's last year stats which includes games with the Falcons and Thorold Blackhawks.

If you require anything other info, please let me know.

Regards,

Frank

This is ExhibitS..... referred to in the
 affidavit of.....Denise Burke.....
 sworn before me, this.....14th.....
 day of.....November.....2015.....


.....
 A COMMISSIONER FOR TAKING AFFIDAVITS

--
 Frank Girhiny, General Manager/Head Coach
 St.Catharines Falcons Jr. B Hockey Club
 905-684-5888 (Hockey Office)
 905-328-1622 (Mobile)

79 Sam Berg

- view another player -

> Show Transactions

Player Transactions

Thorold	01/03/14	DEL Berg, Sam (F) placed on league suspension
St. Catharines	12/19/13	DEL Berg, Sam (F) traded to Thorold
Thorold	12/19/13	ADD Berg, Sam (F) acquired in trade from St. Catharines
St. Catharines	11/06/13	DEL Berg, Sam (F) placed on league suspension



PROFILE:

Birthday: Oct 01, 1996

Hometown: Beamsville, ON

Position: F

Height: 6-1

Weight: 209

REGULAR SEASON

YEAR	TEAM	Lge.	GP	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
2013/2014	Thorold	GOJHL	4	2	1	3	39	1	0	0	0	0
2013/2014	St. Catharines	GOJHL	8	4	4	8	37	1	0	0	0	1
		TOTALS	12	6	5	11	76	2	0	0	0	1

PLAYOFFS

YEAR	TEAM	Lge.	GP	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
2014	Thorold	GOJHL	0	0	0	0	0	0	0	0	0	0
		TOTALS	0	0	0	0	0	0	0	0	0	0

GAME LOG - GOJHL 2013/2014 (All Games)

DATE	GAME	RESULT	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
11/02/13	@Caledonia	4-7 L	0	1	1	5	0	0	0	0	0
11/05/13	vsNiagara Falls	7-4 W	0	1	1	5	0	0	0	0	0
11/15/13	vsFort Erie	9-2 W	1	1	2	14	1	0	0	0	0
11/22/13	@Niagara Falls	7-4 W	0	0	0	7	0	0	0	0	0
11/24/13	@Welland	8-1 W	1	1	2	0	0	0	0	0	0
11/29/13	vsThorold	3-2 W	1	0	1	0	0	0	0	0	0
12/01/13	@Port Colborne	5-3 W	1	0	1	4	0	0	0	0	1
12/06/13	vsCaledonia	4-3 W	0	0	0	2	0	0	0	0	0
12/19/13	vsNiagara Falls	5-4 W	2	0	2	5	1	0	0	0	0
12/20/13	@Niagara Falls	1-5 L	0	1	1	12	0	0	0	0	0

12/21/13	@Caledonia	2-6 L	0	0	0	16	0	0	0	0	0	0
01/02/14	vsPort Colborne	5-1 W	0	0	0	6	0	0	0	0	0	0



TABT

Joey Burke

From: Bryan Kelly [bryank@worksburger.com]
Sent: Thursday, October 23, 2014 1:21 AM
To: Joey Burke
Subject: Re: Sam Berg
Attachments: image001.gif; 024.PNG; 022.PNG

This is Exhibit.....T.....referred to in t
 affidavit of.....Denise Burke.....
 sworn before me, this.....14th.....
 day of.....NOVEMBER.....2015.....


A COMMISSIONER FOR TAKING AFFIDAVIT

Joey

I wanted to give you something tonight before your conference call so bare minimum you have some info to work with

I acquired Sam at the trade deadline in Jan from the Falcons. We paid \$2k for his rights. He signed with us. He played 4 total games. In game 4 he received a 10 min checking from behind penalty in the last 10 minutes of the 3rd period thus resulting in a one game suspension. He took his gear that night & was showered / gone before the team had finished the game. When I called him to ask him why him & his gear were gone before the rest of the game completed he informed me he wasn't happy with his role here, took his gear & was hanging them up. He quit hockey for the year.

I inform Sam that since we had just paid a substantial amount of money for only 4 games of service, I would be protecting his card & he would remain property of the Thorold Blackhawks as we would be seeking future compensation to recoup our costs. He understood & said that was fine with him because he was done playing.

In this past summer I contacted all players whose rights belong to us to determine who is reporting to camp or who plans to move on so we can determine our organization needs, budget, etc. Sam informed me he would not be attending camp as he was done with hockey. He was playing rugby. He mentioned that his shoulder was toast and would be seeing his doctor to determine if he would need surgery.

I told him if he changed his mind let me know

I received an email 2 days ago from Lincoln Minor Hockey as well as a text from Sam asking for a release in order to go play Juvenile hockey this season.

Joey at no time did he leave our hockey club due to any injury of any sort - he walked out & quit He may have had a shoulder issue but at no time did he bring it to mine, our team doctor or training staffs attention.

Sam was benched in that final game for a stupid undisciplined penalty & when he was given a chance to atone for his actions he got angry & ran that kid from behind thus getting the early shower - his line mate Chris Goulet can attest to this

Bottom line he quit - bottom line he played rugby all summer - now he wants a release to go play juvenile hockey.... I have texts etc etc

start with this - I will send you letter heads, statements, game sheets, texts, my signature etc when I have more time.... start with this background

Bryan Kelly
 GM / Head Coach
 Thorold Blackhawks



TABU

Joey Burke

From: Joey Burke [j.burke@niagaraicedogs.net]
Sent: Friday, August 22, 2014 1:17 PM
To: 'sam_berg9@hotmail.com'
Subject: Niagara IceDogs Training Camp
Attachments: IceDogs Training Camp Schedule 2014.docx; MEDFORM1.pdf; MEDFORM2.pdf;
MEDFORM3.doc; image001.gif

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Hi Sam,

The Niagara IceDogs of the Ontario Hockey League would like to officially invite you to attend our 2014 Training Camp. Camp opens Tuesday August 26th with registration in the main lobby of the Seymour-Hannah Sports & Entertainment Center (240 St. Paul St W, St. Catharines ONT, L2S 2E7) between 12-1230pm. The format of the camp will be a little bit different this year as we are inviting a smaller group of players. You will be divided into 3 teams with a mix of practices, off-ice work outs and scrimmages from Tuesday afternoon through Thursday morning. The first round of "cuts" will happen after the final scrimmage Thursday morning in preparation of the annual 'Black vs White' intersquad game Thursday night. There will be another round of "cuts" following the 'Black vs White' game so we can get down to manageable numbers for practices on Friday and Saturday before kicking off the exhibition schedule in Niagara Falls against one of our rivals, the Oshawa Generals.

Attached is a full training camp itinerary as well as 3 medical forms we would like you to have filled out by your family doctor before reporting to camp. Please bring with you extra gym clothes as there will be off-ice workouts. Also, please bring a change of nice clothes for the exhibition games, a suit is great but not totally necessary as long as you do not wear shorts, jeans, t-shirts or running shoes to any exhibition games. It would also be a good idea to have your passport with you just in case.

This is a very exciting time for the IceDogs as we enter our brand new, state of the art facility; The Meridian Center. Aside from the excitement of our new home, we are even more excited about what we can put on the ice next season. We have a strong core returning from our heart breaking game 7 loss to the eventual Eastern Conference champion North Bay Battalion this past April, and the goal for this year is to bring the J. Ross Robertson Cup to Niagara as OHL champs!

That being said, there is always spots available for young players who come to camp determined and prepared to make the jump to the greatest junior hockey league in the world. We are very proud of the tradition and the culture we have created since moving to St. Catharines in 2007, graduating a very large number of players onto professional hockey as well as the Canadian University system. As an IceDogs draft pick, we now look to you to continue this tradition. The future is now in Niagara.

Please reply to confirm that you received this email and you will be attending camp. Do not hesitate to contact me directly with any questions or concerns. Continue to work hard and we look forward to seeing you at the end of August.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs - 2012 Eastern Conference Champions
Tel 905-323-9755
Fax 905-323-9709
www.niagaraicedogs.net



SAMUEL BERG v. CANADIAN HOCKEY LEAGUE, et al.
Plaintiff Defendants

Court File No. CV-14-514423

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

AFFIDAVIT OF DENISE BURKE

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Lawyers for the Defendants