# **2020-21 TRANSITION RULES**

RULE	ISSUE	TRANSITION RULE		
1.	Except where expressly stated, nothing in these transi ("Transition Rules") shall affect or diminish any right obligations of the parties under the 2013 collective ba agreement ("2013 CBA") as modified by the memora understanding dated July 6, 2020 ("2020 MOU"). Pro however, that in the event that any item was unintenti omitted from these Transition Rules, the parties shall in good faith to attempt to reach agreement on a mear addressing that issue consistent with the principles in Transition Rules. In the event of a truncated or incon Regular Season (as compared to the currently contem game schedule), the parties will negotiate the terms of these Transition Rules shall be adjusted to best accoust such circumstances. Attachment M ("Transition Rule 2020 MOU will serve as the basis for such negotiation."  Notwithstanding the pro-ration calculations herein, in circumstances shall a Player be deemed to have met a (or earned the performance bonus therefore where approvided, by virtue of the application of these pro-ration. Any such Player shall instead be required to play five additional NHL games before meeting such threshold provided, however, that in no case will a Player be replay in more games to meet the performance bonus the than he otherwise would have been required to play in absence of this pro-ration rule.  The Player must be under an NHL SPC for the 2020-for the multi-season threshold pro-ration formulas her apply.  Fractional games/days are rounded up if .50 or greate rounding) and are rounded down if less than .50 (beforounding).			
2.	Extension of Expiring Contracts	All SPCs which are scheduled to expire on June 30, 2021 are hereby extended and shall remain valid and effective until July 27, 2021, unless otherwise agreed to by the parties.		
3.	2020-21 Season Opt- Out	Provisions concerning Player opt out rights for the 2020-21 Season are set forth in Attachment B ("Player Opt-Out").		
	NHL Contracted	Regarding NHL Contracted Players who do not play in the		
	Players That Do Not	2020-21 Season due to being Loaned to a league and team that		
4.	Play in 2020-21	does not commence their 2020-21 season, if such a Player had		
	Season	earned a year of professional experience (for purposes of CBA		
	Beasun	carned a year or professional experience (101 purposes of CDA		

		Sections 10, 12 and 13) in the 2019-20 season but is unable to earn a year of professional experience in the 2020-21 season
		due to not having a team to play for, such Player will be deemed to have earned a year of professional experience for purposes of CBA Sections 10, 12 and 13, provided the threshold to determine such credit for the 2020-21 Season would normally be determined by Professional games as
		opposed to NHL Games.
		No change to the principles used in the calculation of Average League Salary from the 2013 CBA.
5.	2020-21 Average League Salary	For further clarity, if the exact same Players played the exact same number of Regular Season Games on a pro-rated basis in 2020-21 as they did in 2018-19 (i.e. a Player who played 82 NHL Regular Season Games in 2018-19 plays 56 NHL Regular Season Games in 2020-21) and the face value compensation of these Players in 2020-21 is the exact same as in 2018-19, the 2020-21 Average League Salary shall be the same as it was in 2018-19.
		The percentage increase in Average League Salary from 2019-20 to 2020-21 shall be calculated as the percentage increase from the Modified 2019-20 Average League Salary of \$3,348,230 to the 2020-21 Average League Salary.
		Notwithstanding the Expansion Matters Agreement dated April 28, 2016, the 2020-21 Average League Salary will include Players from all 31 NHL Clubs.
6.	Cap Counting	The denominator for cap calculations shall be 116, instead of 186. Per the terms of the 2020 MOU, "The deferral of 20-21 Deferred Salary will not otherwise change the terms of any SPC nor the method of calculating the Averaged Amount for purposes of determining compliance with the Payroll Range."
7.	Paragraph 1 NHL Salary for Players Playing in the NHL	For purposes of confirmation, Paragraph 1 NHL Salary shall not be pro-rated for Players playing in the NHL. Payroll shall be processed consistent with past practice (i.e., on a semi-monthly basis) beginning no later than January 29, 2021 or 15 days after the start of the 2020-21 NHL Regular Season should the 2020-21 NHL Regular Season start after January 20, 2021. The daily rate of pay of Paragraph 1 NHL Salary during 2020-21 shall equal the Player's Paragraph 1 NHL Salary (less the amount of the 2020-21 Deferred Salary) minus any salary received pursuant to the Fall 2020 Payroll under the MOU/116. Parties to discuss and agree on NHL Player Payroll dates for the entire 2020-21 Regular Season based on a January 13, 2021 start.

		The NHL reserves its rights to assert the applicability of
		Paragraph 17(a) and (b) of the SPC in the event of a suspension or cessation of the 2020-21 NHL Season. The NHLPA reserves its right to contest the applicability of Paragraph 17(a) and (b) of the SPC in the event of a suspension or cessation of the 2020-21 NHL Season.
8.	Paragraph 1 Salary on European Loans	For the 2020-21 season, a Club shall be permitted to enter into a Loan Agreement with a European club that provides for payment to the Player by the NHL Club of all or a specified portion of Minor League Salary set forth in the Player's SPC for the duration of the Loan. The Player will continue to count in the Club's Averaged Club Salary in the same fashion he otherwise would if on Loan to a Minor League team. For clarity, any compensation paid to the Player hereunder shall not be included in Players' Share.
9.	Paragraph 1 Salary Outside of the NHL	Players on Loan to the ECHL pursuant to the AAPE agreement (attached hereto as Attachment C), will be paid their Paragraph 1 Salary consistent with such agreement and Letter Agreement re: ECHL Agreement between the NHL and the NHLPA, dated December 4, 2020.  Players on Loan to the CHL in the 2020-21 season with an SPC that provides for a Junior salary will not have their Junior salary pro-rated. For further clarity, if a Player with a \$10,500 Junior Salary is Loaned to the CHL for the 2020-21 season, he will receive \$10,500 as per the traditional practice.  Players with one-way SPCs on Loan to a professional league in North America will be paid their Paragraph 1 salary subject only to: (i) a 10% salary deferral (as further described below) and (ii) a 20% reduction in the remaining salary after the deferral. The 10% salary deferral shall be paid, without interest, in three (3) equal payments on October 15 of each of the 2022-23, 2023-24, and 2024-25 League Years. Each Player's deferral actually earned shall be payable in full notwithstanding a subsequent Buyout, expiration or termination of his SPC, and is not contingent on the Player continuing to play after the 2020-21 season. The deferral will not otherwise change the terms of any SPC, and the deferred amounts shall not count towards the Players' Share.  Players with two-way SPCs on Loan to the AHL shall be subject to the June 2, 2020 agreement applicable to AHL Players regarding pro-ration of Player salaries as was negotiated between the AHL and the PHPA. Provided,

		however, that in no event will such Players be paid less than 40% of their Paragraph 1 Minor League Salary.
		NHL Clubs commit to using reasonable efforts to ensure that all Players with NHL SPCs are provided an opportunity to play for an AHL Club participating in the 2020-21 season.
		Players on Loan to the NHL "Taxi Squad" will be paid in accordance with the regulations provided in Attachment D ("Taxi Squad Regulations").
		Notwithstanding the above, and unless the Club has entered into a Loan Agreement with a Club outside North America pursuant to which it pays the Player all or a portion of his Paragraph 1 SPC Salary, Players on Loan to a such a team will be paid during the period of their Loan pursuant to the terms of the contract they signed with such other team and not their Paragraph 1 Salary.
		In the event the league and/or team to which such Player is on Loan suspends or ceases operations, such Player will not receive his Paragraph 1 Salary during the period of suspension and/or cessation. Provided, however, that a Player on Loan to a professional league in North America shall not be paid less than 40% of their Paragraph 1 Minor League Salary. The NHL Club shall endeavour to Loan such a Player to another team to the extent such a Loan is possible.
		Notwithstanding anything above, the Player will continue to count in the Club's Averaged Club Salary in the same fashion he otherwise would if on Loan to a minor league team.
10.	Salary Guarantees	NHL SPCs that provide for a Salary Guarantee for the 2020-21 Season, that would otherwise be payable, will be paid in full on or before the later of July 31, 2021 or 30 days following the determination of the amount due to the Player under the terms of the Salary Guarantee.
11.	Buy-Outs and Buy-	The parties agree that for purposes of First Period Buy-outs done following the 2020-21 season, the rights of the Club/Player will be determined as if the Buy-out had occurred as of June 15, 2021.
	Out Payments	2020-21 Buy-Out payments (from previous year Buy-Outs) shall not be pro-rated and the applicable installments shall be paid in accordance with the 2020-21 payroll payment schedule applicable to the Clubs' Active Rosters and subject to

		appropriate deductions for all taxes and ather withhealding		
		appropriate deductions for all taxes and other withholding amounts, including any withholding of escrow.		
		11 NHL GP thresholds for 18/19 year old Players in the 2020-		
10	D	1		
12.	Reserve List	21 season shall be pro-rated by a factor of 56/82 ("Junior"		
		designation).		
		For purposes of determining where a Player who was drafted in		
		the 2020 NHL Draft was "drafted from" under the provisions		
		of Article 8, a Player will be deemed to have been "drafted		
		from" the league and team for which he played during the		
		2019-20 season as per the traditional practice.		
		For purposes of determining where a Player who is drafted in the 2021 NHL Draft was "drafted from" under the provisions of Article 8, a Player will be deemed to have been "drafted from" the league and team as follows:		
		i) if the Player played during the 2020-21 season, the		
		league and team for which he played during the 2020-21		
		season as per traditional practice, provided, however:		
		season as per traditional practice, provided, nowever.		
13.	Article 8	A) if the Player played in a league outside North		
		America during the 2020-21 season but had never		
		played in a league outside North America prior to the		
		2020-21 season, the league and team for which he		
		played during the 2019-20 season as per the traditional		
		practice,		
		B) if the Player played in North America during the		
		2020-21 season but had never played in North America		
		prior to 2020-21, the league and team for which he		
		played during the 2019-20 season as per the traditional		
		practice,		
		•		
		ii) if the Player did not play during the 2020-21 season, then		
		the league and team for which he played during the 2019-20		
		season as per the traditional practice.		
1.4	THE COLL	10 NHL GP thresholds for 18/19 year olds shall be pro-rated		
14.	ELS Slides	by a factor of 56/82.		
		A Player shall be entitled to be paid only on account of the pro-		
		rated performance threshold, and at the pro-rated rate		
	Dowform	calculated, for a performance bonus pursuant to these		
4 =	Performance Bonuses (Exhibit 5, Regular Season)	Transition Rules. For example, Player Z has a performance		
15.		bonus for 2020-21 that would pay him \$20,000 if he plays in		
		20 NHL Games. In accordance with the Transition Rules set		
		forth herein, the bonus amount and the bonus threshold will be		
		pro-rated such that if Player Z plays in 20*[56/82] NHL Games		
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during 2020-21, he would be paid \$20,000\*[56/82]. If Player Z plays in 20 games during 2020-21, he will be entitled only to a bonus amount of \$20,000\*[56/82] for achieving the 20\*[56/82] NHL Game threshold. For purposes of clarity, he will not be entitled to any further bonus for achieving the 20 NHL Game threshold.

Statistical thresholds and bonus amounts for 2020-21 Regular Season Performance Bonuses and Exhibit 5 Performance Bonuses (paid by League and/or Club) shall be pro-rated by a factor of [56/82].

Where the Performance Bonus is based on multiple season thresholds, the thresholds and payment amounts shall be prorated as follows:

- i) If the Player was a Roster Freeze Player\* as defined in the 2020 MOU:
- 1) 3 year ELS SPC (double slide):
- [((82+82+82+70+56)/410)]\*[threshold & amount]
- 2) 3 year ELS SPC (single slide):
- [((82+82+70+56)/328)]\*[threshold & amount]
- 3) 3 year ELS SPC (no slide):
- [((82+70+56)/246)]\*[threshold & amount]
- 4) 2 year ELS SPC:
- [((70+56)/164)]\*[threshold & amount]
- ii) If the Player was not a Roster Freeze Player as defined in the 2020 MOU:
- 1) 3 year ELS SPC (double slide):
- [((82+82+82+82+56)/410)]\*[threshold & amount]
- 2) 3 year ELS SPC (single slide):
- [((82+82+82+56)/328)]\*[threshold & amount]
- 3) 3 year ELS SPC (no slide):
- [((82+82+56)/246)]\*[threshold & amount]
- 4) 2 year ELS SPC:
- [((82+56)/164)]\*[threshold & amount]
- \* The full list of Roster Freeze Players is attached hereto as Attachment E.

Note: NHL Statistics attained during any season in which an SPC slides pursuant to Section 9.1(d) shall be included.

For further clarity, pro-ration shall apply to Performance Bonuses for NHL awards and statistical rank on the Club and

		in the League (e.g., \$500,000 for Top 5 in Hart Trophy Voting, \$25,000 for Top 3 forwards in Plus-Minus, \$500,000 for top 10 among forwards in the NHL in points, etc.).  Any Player whose SPC slides pursuant to Section 9.1(d) in the 2020-21 season shall not be subject to the multiple season threshold pro-ration rules.  Notwithstanding anything herein, if in 2020-21, a Player has played in 100% of the Club's Regular Season Games and has a Performance Bonus for playing in 82 Regular Season Games but the Club plays in less than 56 Regular Season Games, he
		will receive a Bonus Amount pro-rated by a factor of [# of Regular Season Games played by the Club/82].
16.	Accrued Season	40/30 thresholds for 2020-21 pro-rated by a factor of [56/82].
17.	Group 2	10 NHL GP threshold for 18/19 year olds for 2020-21 shall be pro-rated by a factor of [56/82].  10 Professional Games threshold for 20+ year olds for 2020-21 shall be pro-rated by a factor of [56/82].
18.	Offer Sheets: Time to Match	No pro-ration of 7 days to exercise Right of First Refusal for 2020-21.
19.	Group 6	Pro-ration shall be applied in the following manner: i) If the Player was a Roster Freeze Player as defined in the 2020 MOU: 1) Player with 3 seasons under NHL SPC (including 2020-21): ((82+70+56)/246)*(28 or 80 as the case may be) 2) Player with 4 seasons under NHL SPC (including 2020-21): ((82+82+70+56)/328)*(28 or 80 as the case may be) 3) Player with 5 or more seasons under NHL SPC (including 2020-21) shall follow the same pattern in this section.  ii) If the Player was not a Roster Freeze Player as defined in the 2020 MOU: 1) Player with 3 seasons under NHL SPC (including 2020-21): ((82+82+56)/246)*(28 or 80 as the case may be) 2) Player with 4 seasons under NHL SPC (including 2020-21): ((82+82+82+56)/328)*(28 or 80 as the case may be) 3) Player with 5 or more seasons under NHL SPC (including 2020-21) shall follow the same pattern in this section.
20.	Qualifying Offers	11 NHL GP threshold for 18/19 year olds for 2020-21 prorated by a factor of [56/82].  60/180 thresholds for One-Way Qualifying Offer pro-rated as follows:  i) If the Player was a Roster Freeze Player as defined in the 2020 MOU:

		2021-22: [56/82]*60/[((82+70+56)/246)*180] 2022-23: 60/[((70+56+82)/246)*180] 2023-24: 60/[((56+82+82)/246)*180]			
		i) If the Player was not a Roster Freeze Player as defined in the 2020 MOU: 2021-22: [56/82]*60/[((82+82+56)/246)*180] 2022-23: 60/[((82+56+82)/246)*180] 2023-24: 60/[((56+82+82)/246)*180]			
21.	Section 11.4 Signing Deadline for a Group 2 Free Agent		h day of the 12 0 MOU, this "the one-quarte	16 day Regular deadline shall (	Season). Per the occur on the date
22.	Salary Arbitration Eligibility	10 NHL GP thre pro-rated by a fa	shold for 18/1 ctor of [56/82] Games thresho	]. old for 20+ year	2020-21 shall be r olds for 2020-21
23.	Professional Games (Year Credit calculations)	Games played outside the NHL on a Loan to a team in a Professional league shall count as Professional Games in year credit calculations, consistent with how such games have traditionally counted.			
24.	2021 Salary Arbitration Procedures	Unless the partie for 2021, the par hearings "remote	s agree otherv ties will condu ely" and the re	act all Salary A mote hearing p	rbitration procedures utilized
25.	Playing Season Waiver Period	during the 2020 Salary Arbitration period shall be used.  The "Playing Season Waiver Period" shall begin on December 28, 2020.			
26.	Waivers – 18/19 year olds	11 NHL GP threshold for 18/19 year olds for 2020-21 prorated by a factor of [56/82].			
		i) If the Player w 2020 MOU: ((((Years Exemp [threshold]	oe applied in the as a Roster Front (1974) t-2)*82)+70+3	eeze Player as 56)/(Years Exe	defined in the empt*82)) *
27.	Waiver Exemptions	Ag Years e Exempt  18 6 19 5 20 4 21 4	NHL Games 74 73 71 53	Years Exempt 5 4 3	NHL Games 145 141 135 68
		22 4	53	3	59

23	3	51	3	51
24	2	46	2	46

ii) If the Player was not a Roster Freeze Player as defined in the 2020 MOU:

((((Years Exempt-1)\*82)+56)/(Years Exempt\*82)) \* [threshold]

	GOALIES		SKATERS	
Ag	Years	NHL	Years	NHL
e	Exempt	Games	Exempt	Games
18	6	76	5	150
19	5	75	4	147
20	4	74	3	143
21	4	55	3	72
22	4	55	3	63
23	3	54	3	54
24	2	50	2	50

Notwithstanding the pro-ration calculations above, any Player who would become waiver eligible, or is within (5) five games of becoming waiver eligible, by virtue of this pro-ration shall instead be required to play in five (5) additional NHL games before being waiver eligible under Section 13.4, provided however, that in no case will a Player be required to play in more games to become waiver eligible than he otherwise would have been required to play in the absence of this proration rule.

Any 18/19 year old Player who does not play in [56/82\*11] NHL games or more during the 2020-21 season and had not played in the appropriate number of NHL Games in the 2019-20 season shall not have the NHL Games Played thresholds for Waiver Exemptions pro-rated pursuant to the above rule. The appropriate number of NHL Games in the 2019-20 season shall be 11 if the Player was not a Roster Freeze Player and shall be 9 if the Player was a Roster Freeze Player.

NHL and NHLPA shall review every Player who is affected by this Transition Rule for purposes of agreeing upon the new threshold for waiver eligibility, in accordance with the formulas set forth herein, for each such Player, prior to January 7, 2021.

28. Waivers – 10/30

10/30 thresholds are not pro-rated for 2020-21.

29.	Article 13	Due to the fact that several other leagues and teams will not have commenced their 2020-21 seasons, Clubs will have the option to Loan any Players that are not on their Active Roster to other leagues and teams despite the fact such Loan may be to a league and team that has not commenced their 2020-21 season, provided that such Loan is otherwise permissible under the CBA. These Loans will be subject to Waivers as applicable.  The Clubs will provide access to appropriate on and off ice training facilities, as well as hotel accommodations, rentals cars, and per diem consistent with CBA Section 13.12, for any such Loaned Players until such time as the team to which the Player is Loaned commences the 2020-21 season and provided such Player has been told to, and does, report to his assigned team.		
30.	Section 13.12(n)	For the 2020-21 season only, the restrictions within Section 13.12(n) will not apply.		
31.	Section 13.12(j)(iii)	The qualification in Section 13.12(j)(iii)(c) (the 25% threshold) shall be increased to fifty percent (50%) for 2020-21.		
32.	<b>Emergency Recalls</b>	10 NHL GP threshold is not pro-rated for 2020-21.		
33.	<b>Injured Reserve List</b>	7 day threshold is not pro-rated for 2020-21.		
34.	Conditioning Loan	14 day threshold is not pro-rated for 2020-21.		
35.	Long Term Injury	10/24 thresholds are not pro-rated for 2020-21.  Additionally, Players that have a confirmed positive test for COVID-19 will be deemed eligible to be designated for a Bona-Fide Long Term Injury/Illness, without the Club's Physician having to make a determination as to the period of time such Player will remain unfit to play, but will be required to remain on Injured Reserve for the longer of 10 games and 24 days from the date of the confirmed positive.		
36.	Long Term Injury Conditioning Loan	6/14, 3/6 thresholds are not pro-rated for 2020-21.		
37.	Section 13.23 Waivers	The December 15 date shall be moved to February 19, 2021 (the 38 <sup>th</sup> day of the 116 day Regular Season). Per the terms of the 2020 MOU, this "deadline shall occur on the date that is closest to the one-third (1/3) mark of the 2020-21 Regular Season."		
38.	Article 14	The 12-month period for Players Transferred during the 2019-20 season to move to their new city is tolled from March 13, 2020 through the commencement of Training Camp.  A Player's entitlement to hotel accommodation upon Transfer pursuant to Section 14.4(a) shall be extended by any period of required quarantine.		

		The February 15 date of Section 14.4(b) shall be moved to April 5, 2021.
39.	Section 15.1 Training Camp Travel	Travel expenses for Player to travel to Training Camp and for Player's family to travel to Club city to be paid for as provided in the 2013 CBA, as modified by the 2020 MOU and/or by the COVID-19 Protocol. Clubs shall be permitted to make travel arrangements for Players to come to Training Camp effective immediately, provided that Players or their families who have already travelled to the Club city remain eligible for reimbursement to the extent they have incurred expenses that would otherwise be eligible for reimbursement under CBA Section 15.1. For purposes of the entitlement to travel reimbursement from a particular location, a Player's "summer residence" shall be deemed to be any residence where the Player resided for a minimum two (2) month period after March 13, 2020. Further, for purposes of entitlement to business class travel, the parties agree that due to the unique circumstances of the 2020-21 NHL Season, the following modifications shall be applied:  (1) As it is not "reasonably practicable" for a Player to book travel "at least 14 days prior to reporting to Training Camp," a shorter interval between the Player's scheduled date of travel and the commencement of Training Camp shall not preclude a Player or his spouse or Living Companion to be reimbursed for their business class travel where otherwise eligible.  (2) For travel to the Club city prior to the commencement of the season, the spouse or Living Companion of a Player who is eligible for business class airfare shall be entitled to that same class of airfare even if they do not travel with the Player.
40.	Section 15.2	Lodging and per diem will be paid for any period of quarantine that is required before the commencement of Training Camp. All Players attending Training Camp to receive single room accommodations.
41.	Section 15.3	Participation in Training Camp will be limited to no more than 36 skaters (i.e., forwards and defensemen) per Club and an unlimited number of goaltenders.  For Clubs who did not participate in the Phase 4 Return to Play for the 2019/20 season, the first day of 2020-21 Training Camp will be December 31st, and will run for 13 days in total. For all other Clubs, 2020-21 Training Camp will begin on January 3rd, and will run for 10 days in total. A Player that remains in quarantine or self-isolation upon the commencement of

		Training Camp shall not be deemed absent from Training Camp within the meaning of CBA Section 15.13, provided that such Player made reasonable efforts to arrive in the Club city as soon as practicable after the NHL announced the commencement of the 2020-21 season.  For purposes of establishing the duration of 2021-22 Training Camp for Players, the determination whether a Player has "qualified during the preceding Regular Season for at least 50 games credit for Pension Plan purposes" shall be based upon Pension Credits as calculated in accordance with Transition
		Rule item #52.  The restrictions provided in Section 15.3(c) and (d) shall continue in effect except as modified by the following: a)  Training Camp activities shall be limited to 3.25 hours per day, provided, however, on-ice activity shall be limited to 2 hours per day, b) there will be no on-ice activity allowed on the first day of Training Camp and/or the same day as any off-ice physical fitness testing permitted under these Transition Rules, and c) Players shall be provided with one (1) mandatory day off during the first week of Training Camp.
42.	Section 15.4	Clubs shall not play any Exhibition Games during 2020-21 Training Camp.
43.	Section 15.6	Players who become disabled as a result of a hockey-related injury incurred during the 2020-21 Training Camp shall be paid pursuant to CBA Section 15.6.  Players who become disabled as a result of a hockey-related injury incurred during the 2020 off-season (including during a Loan prior to the commencement of the 2020-21 Training Camp) shall be paid pursuant to CBA Section 15.6 notwithstanding that they were not invited to 2020-21 Training Camp, provided, however, that their Paragraph 1 Minor League Salary will be deemed to be 65% of the amount stated in their SPC for purposes of calculating their "Annual Blended Salary".  Notwithstanding the above, a Player who becomes disabled as a result of a hockey-related injury incurred during a Loan prior to the commencement of the 2020-21 Training Camp, and where such Player remains on Loan, shall continue to be paid in accordance with the terms applicable to the Loan (see Item #9 above).

		For purposes of establishing a Player's entitlement to
		Paragraph 1 NHL salary in the event he becomes disabled
		during 2021-22 Training Camp, or in the event he reports to
		2021-22 NHL Training Camp disabled as a result of a hockey-
		related injury incurred during the off-season, the determination
		of whether a Player has "qualified during the preceding season,
		including Playoffs, for at least 50 games credit for Pension
		Plan purposes" shall be based upon Pension Credits as
		calculated in accordance with Transition Rule item #52.
		A Player who was a Roster Freeze Player as defined in the
		2020 MOU may meet the threshold currently set forth in
		Article 15.7 to rent an apartment or purchase a home before the
		beginning of Training Camp in the 2021-22 season if he (a)
		was with an NHL Club for [70+56]/164*160 in total during the
		2019-20 and 2020-21 seasons and (b) was with the same Club
		for [56/82]*40 NHL games during the 2020-21 season.
44.	Section 15.7	
		For a Player who was not a Roster Freeze Player, for purposes
		of the entitlement to rent an apartment or purchase a home
		before the beginning of Training Camp in the 2021-22 season
		there shall be no proration of the threshold set forth in CBA
		Section 15.7(a), however the Player may meet the threshold set
		forth in CBA Section 15.7(b) if he was with the same Club for
		[56/82]*40 NHL games during the 2020-21 season.
		Fitness testing of Players by Clubs, whether on-ice or off-ice
		during the 2020-21 NHL Season (including Training Camps)
45.	Section 15.9	shall be conducted in accordance with the Fitness Testing
		standards issued by the NHL/NHLPA Fitness Testing Working
		Group.
		For purposes of any conditioning camp held during the 2021
		off-season or thereafter as applicable, the 120 Games
		Threshold is to be pro-rated as follows:
		The shorts is to be pro faces as follows:
		i) If the Player was a Roster Freeze Player as defined in the
		2020 MOU:
		1) 3 year ELS SPC (double slide):
		[((82+82+82+70+56)/410)]*[threshold]
46.	Section 15.10	2) 3 year ELS SPC (single slide):
70.	Section 15.10	[((82+82+70+56)/328)]*[threshold]
		3) 3 year ELS SPC (no slide):
		[((82+70+56)/246)]*[threshold]
		4) 2 year ELS SPC:
		[((70+56)/164)]*[threshold]
		ii) If the Dieven was not a Doctor Error Dieven as defined in
		ii) If the Player was not a Roster Freeze Player as defined in
		the 2020 MOU:

		1) 0 Fr G GDG (1 11 11 11 )
		1) 3 year ELS SPC (double slide):
		[((82+82+82+82+56)/410)]*[threshold]
		2) 3 year ELS SPC (single slide):
		[((82+82+82+56)/328)]*[threshold]
		3) 3 year ELS SPC (no slide):
		[((82+82+56)/246)]*[threshold]
		4) 2 year ELS SPC:
		[((82+56)/164)]*[threshold]
		[((==:==),===)]
		Any Player whose SPC slides pursuant to Section 9.1(d) in the
		2020-21 season shall not be subject to these threshold pro-
		ration rules.
		There will be no Rookie Orientation Program prior to the
		2020-21 Season. The NHL and NHLPA will consult and may
		decide to create a modified Rookie Orientation Program that
		can be conducted virtually and scheduled within the first month
		of the 2020-21 Season.
	Section 15.12 and Player Media Tour	TI DI M I TI 111 1 10 1 2020 21
		The Player Media Tour will be replaced for the 2020-21
		Season with a Virtual Media Tour ("VMT"). The NHL and
47.		NHLPA will select one Player from each Club to participate in
		the VMT. Each such Player will cooperate by making
		themselves available for approximately two hours on the
		Player's choice of (i) a day prior to the commencement of
		Training Camp or (ii) a day during the first four days of
		Training Camp to participate in a variety of media initiatives as
		may be requested by the NHL and NHLPA. The NHL Member
		Clubs will be required to set-up and shoot the VMT, with
		guidance and direction being provided by the NHL/NHLPA.
	T G 1 1 1	The 2020-21 NHL Regular Season Schedule is set forth in
	League Schedule	Attachment F.
48.	(Article 16) and	
	Divisional	Divisional Alignment for the 2020-21 NHL Season shall be as
	Alignment	set forth in Attachment G.
	"Taxi Squad" Section 16.13	The parties agree to the formation of a "Taxi Squad," which
49.		will be subject to the regulations attached as Attachment D
<b></b>		("Taxi Squad Regulations").
		For the 2020-21 Season only, Section 16.13 of the CBA shall
50.		be amended such that Clubs shall not be subject to the
50.		<u> </u>
		limitation of subparagraph (b)(ii).
51.	Section 16.12	A Club may request that a Player that is deemed unfit and/or
		unavailable to play by the Club Physician pursuant to the
		COVID-19 Protocol be designated a Non-Roster Player
		pursuant to Section 16.12 of the CBA. This does not apply to a
		Player that is subject to quarantine requirements due to a
		Recall.

		T
		A Player so designated must be placed back on the Club's Active Roster immediately upon receiving appropriate clearance by the Club Physician to return to play pursuant to the COVID-19 Protocol.
		A Club may request that a Player that is acquired via Trade, Waiver Claim or signing an NHL SPC and who is unavailable to play due to the quarantine requirements of the COVID-19 Protocol be designated a Non-Roster Player pursuant to Section 16.12 of the CBA for the duration of such quarantine.
		A Player so designated due to quarantine requirements must be placed on the Club's Active Roster immediately upon completing their quarantine protocol.
		All Non-Roster designations provided for above shall be subject to the approval of the Commissioner or his designee and will be subject to the provisions of Section 16.12(c).
		Any game credited during the 2020-21 Regular Season shall be grossed up by a factor of 82/56 and then rounded to the nearest integer, such that a full year of service shall be credited for any Player who is credited with 56 games during this period. If NHL Clubs play a disparate number of Regular Season games in the 2020-21 season due to a potentially truncated or incomplete season, the factor by which the pension game credits are grossed up shall be based on the lowest number of games completed by any Club in the same manner as the gross-up was calculated for game credits for the 2019-20 season.
52.	Pension Service (Article 21)	Players who are Loaned to the "Taxi Squad" will <u>not</u> be eligible for pension credits.
		Players who opt-out of the 2020-21 Season as the result of a heightened risk for an immediate family member will be credited with pension game credits for the entire 2020-21 season, if permissible subject to review with pension counsel, provided the player earned at least one-quarter of a season of credit during the 2019-20 season (i.e., was credited with at least 20 games after the gross-up factor was applied last season). Such Player will be designated as a Non-Roster player for purposes of section 1.12 of the Plan.
		Players who opt-out on a voluntary basis will not be eligible for pension credits.

**Health Insurance – Training Camp:** All Players who participate in Training Camp will be covered under some form of health insurance. Players who were covered under AHL health insurance in the offseason, will be eligible for coverage at least equivalent to AHL insurance for themselves and their dependents. Players who were not covered under AHL or NHL health insurance in the offseason, will be covered for treatment of medical and dental injury or illness requiring emergency or urgent treatment while in the NHL city (or location of training camp) to participate in Training Camp. Such coverage will be consistent with Article 23.9 (including agreed modifications to this section). The coverage period will include travel to/from the NHL city (or training camp location) and any quarantine/isolation period that is required. Such coverage will extend to any eligible dependents who travel to the NHL City or location of training camp.

Insurance Coverages 53. (Article 23)

Health Insurance – Regular Season: Standard eligibility rules for health insurance will apply during the Regular Season. In the event that there is a pause in the 2020-21 season, all players who were on the team's roster as of the team's last Regular Season game will retain NHL insurance coverage during the period of any pause. If a player is subject to a quarantine during the season, the player (and his covered dependents) will retain NHL insurance coverage throughout the period of the quarantine, provided the player is on roster as of the start of the quarantine period.

Players who are Loaned to the "Taxi Squad" will be covered under NHL health insurance during the period of such Loan. Coverage will extend to include their eligible dependents. The cost of this coverage will be off-share.

Players who are assigned off roster to another league will be covered under the health insurance plan of such league to which they are assigned. To the extent that there is no health insurance coverage available in that league, the parties will confer to arrange for all assigned players and their eligible dependents to have access to some form of health insurance coverage to the same extent and in the same manner such individuals would otherwise be covered in the ordinary course. This provision does not apply to players on a one-way contract who qualify for continued NHL benefits under item #7 of the MOU.

Players who opt-out of the 2020-21 Season will be covered under the NHL health insurance, including coverage for their eligible dependents if:

- (i) The player opts out as the result of a heightened risk for an immediate family member; or
- (ii) The player opts out on a voluntary basis and the player qualified for NHL coverage during the 2020 offseason\*.

Such players will be designated as Non-Roster players for purposes of eligibility under the health and welfare plan.

[\*To qualify for offseason coverage, the player either was on regular recall on the day of this team's last regular season game at the time of the pause, or was on NHL roster for more than ½ of the 2019-20 season.]

Players who opt-out on a voluntary basis and who did not qualify for NHL coverage during the 2020 offseason will not be eligible for health insurance coverage, but may be eligible to elect continuation of coverage on a self-pay basis under the NHL Players' Health and Benefits Fund or AHL plan, subject to COBRA rules and plan eligibility.

**Health Insurance – 2021 Offseason:** Standard eligibility rules will apply for offseason coverage. In the event of a potentially truncated or incomplete season, the eligibility rules will be adjusted consistent with the special eligibility rules that applied for the 2020 offseason.

For Players who are covered under the NHL health insurance as part of the "Taxi Squad", the calculation for eligibility for offseason coverage will include the "Taxi Squad" days as part of the days on roster in determining offseason coverage eligibility.

Coverage for Players who opt-out of the 2020-21 Season and who qualify for health insurance during the regular season as outlined above will extend through the offseason.

**Disability Insurance:** Eligibility will follow the same eligibility rules as health insurance. The career ending disability benefit for sickness only shall be increased to \$2,000,000 U.S. on a temporary basis through the 2020-21 Regular Season and playoffs. The parties shall consider, in

consultation with the Fund's benefits consultant, any further extension of the increased disability benefit for sickness, due continued increased health risks related to the pandemic.	to
Players who are Loaned to the "Taxi Squad" will be covered under the NHL disability insurance plan during the period of such Loan, however the disability benefit amount may be reduced for "Taxi Squad" players subject to further discussion with program underwriters. The cost of this coverage will be off-share.	n
Players who opt-out of the 2020-21 Season will be covered under the NHL disability insurance on the same basis as outlined for health insurance eligibility. Disability insurance coverage will be provided under the NHL Players' Health and Benefits Fund to the extent that the Fund can secure insurance for these players.	
<b>Life insurance:</b> Coverage for players who qualified for life insurance coverage during the 2019-20 season or post-season will continue until the later of (i) the end of the month in whithe 2020-21 Regular Season commences or (ii) 15 days after commencement of the 2020-21 Regular Season. Players who have one or more days on roster during the 2020-21 Regular Season or post-season will be covered until November 1, 202 (reverting to November 1 <sup>st</sup> per the CBA standard provision, unless the parties agree to an extension).	ch
Players who are Loaned to the "Taxi Squad" will be covered under the NHL Life and AD coverage during the period of such Loan. The cost of this coverage will be off-share.	
Players who opt-out of the 2020-21 Season will be covered under the NHL life and AD insurance on the same basis as outlined for health insurance eligibility. Life and AD insurance overage will be provided under the NHL Players' Health and Benefits Fund to the extent that the Fund can secure insurance for these players.	d
Eligibility for To determine whether a Player is eligible for Performance	
<b>S4.</b> Performance Bonuses as per Section 50.2(b)(i)(C)(2)(iii)) the 100+ days of the section 50.2(b)(i)(C)(2)(iii) below to the section 50.2(b)(i)(iii) below to the section 50.2(b)(iii) below to the section 50.2(b)(iii) below to the section 50.2(b)(iii) below to the section 50.2(b)(iiii) below to the section 50.2(b)(iiii) below to the section 50.2(b)(iiiii) below to the section 50.2(b)(iiiii) below to the section 50.2(b)(iiiiii) below to the section 50.2(b)(iiiiiii) below to the section 50.2(b)(iiiiiiiiiii) below to the section 50.2(b)(iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	n
<b>Bonuses for Injured</b> Injured Reserve criterion during the 2020-21 season shall be	
Veteran Players pro-rated by a factor of 116/186.	
If a successful waiver claim is made ( <u>i.e.</u> , the date the Player	
would be transferred to a successful claiming Club) before February 1, 2021, order of claim will be determined by final	
standing (based on Points Percentage) in the 2019-20 Regula	r

		Season. For a successful claim made on or after February 1,
		2021, order of claim will be determined by current League standings.
		Contracts containing No Trade/No Move Clauses in which the
		terms of such clause are altered on, or come into effect as of,
		July 1, 2021, will be deemed amended such that such alteration
		or effectiveness will occur on July 28, 2021.
		of cheed vehess will seed on vary 20, 2021.
		Contracts containing No Trade/No Move Clauses in which the
		terms of such clause are altered on or come into effect after
56.	No-Trade/No-Move	July 1, 2021 and on or before August 15, 2021, will be deemed
50.	Clauses	amended such that such alteration or effectiveness will occur
		on the corresponding number of days after July 28, 2021.
		Contracts containing No Trade/No Move Clauses in which the
		terms of such clause are altered on, or come into effect after
		May 15, 2021 and prior to July 1, 2021, will be deemed
		amended such that such alteration or effectiveness will occur
		on the corresponding number of days prior to July 28, 2021.
	2020-21 Critical	As agreed between the NHL and NHLPA. See Attachment A.
57.	Dates and	
	<b>Expansion Draft</b>	
	Can Advantage	Total Daymant and Total Can Charge to be calculated based on
58.	Cap Advantage Recapture	Total Payment and Total Cap Charge to be calculated based on face value of SPCs for the 2020-21 season.
	Recapture	December 1 to be replaced by February 11, 2021 in Sections
	Mid-Season Signings	50.5(e)(iv)(B) & (C) with such Sections to be applied
50		consistent with past practice. The parties to further discuss the
59.		application of these CBA sections as they relate to the
		establishment of the "Projected Off-Season Cap Accounting"
		mechanism.
		The January 1 date within Section 50.5(f)(iv) shall be moved to
		March 12, 2021.
		In addition, any contract "extensions" entered into following
60.	Section 50.5(f)	the execution of these 2020-21 Transition Rules that begin with
		the 2021-22 season and provide for Signing Bonus attributable
		to the 2021-22 season, may not provide for Signing Bonus
		payments in advance of July 28, 2021, unless otherwise agreed
		to by the parties.
		For the 2020-21 season only, a Club shall be permitted to
61.	<b>Section 50.10(e)</b>	Recall a Player pursuant to the Roster Emergency Exception
		with an Averaged Amount (if calculated exclusive of Exhibit 5 Performance Bonuses) that is no more than \$1,000,000. For
		purposes of clarity, any Performance Bonuses earned by a
		Player Recalled pursuant to Section 50.10(e) shall be included
	<u> </u>	2 July 21 Treewilled particular to Section 20.10(e) Shall be included

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		in determining a Club's Performance Bonus Overage for the 2021-22 season.
		Additionally, the following language will be appended to Section 50.10(e) for the 2020-21 season only:
		Notwithstanding the foregoing, applicable to the 2020-21 Season only, if a Club has less than two (2) goaltenders on its Active Roster who are able to play in the Club's next Regular Season game due to injury or illness, it will be permitted to Recall a goaltender from its "Taxi Squad" immediately without the Club playing the previous game with fewer than two (2) goaltenders.
		Additionally, should both goaltenders on a Club's Playing Roster become incapacitated during an NHL Game, the Club will similarly be permitted to immediately Recall a goaltender from its "Taxi Squad" for purposes of playing in such NHL Game.
		For clarity, any Goaltender Recalled per Section 50.10 (e) will, on the date of such Recall (even if such Recall occurs after 5:00 p.m. ET) and during the period of such Recall, be included in the Players' Share but will not count against the Club's Averaged Club Salary.
		Notwithstanding the foregoing, applicable to the 2020-21 Season only, if a Club has less than twelve (12) Forwards or six (6) Defenseman on its Active Roster who are able to play in its next Regular Season game specifically by virtue of Players being designated Non-Roster on account of being unavailable due to COVID-19 Protocol, such Club will be permitted to Recall a Player(s) from the "Taxi Squad" at the deficient position(s) without the Club having to play the previous game with fewer than 18 Skaters.
62.	Temporary Club Relocation	In the event any NHL Club temporarily relocates for all or part of the 2020-21 NHL Season, the following benefits shall be afforded to Players who are forced to move:  • NHL Club to provide Players with separate hotel accommodations in the new city for the duration that he is with the team during the temporary relocation, including family-appropriate accommodation if his family accompanies the Player;
		The Player and/or his accompanying family members shall be allowed to keep their accommodations and

		parking at Club expense while the Club is travelling on
		<ul> <li>the road;</li> <li>The Player shall be provided with, or reimbursed for, the cost of a rental car for the duration of time that he is with the Club during the temporary Club relocation.</li> <li>The Club shall ensure that appropriate vehicle parking is available for the Player and/or his accompanying family members, at no cost to the Player.</li> <li>The Player shall also be paid the per diem meal allowance amount provided for in Section 19(a) while he is at "home" for the duration of time that he is with the Club during the temporary Club relocation.</li> </ul>
		In the event that the temporary relocation is anticipated to exceed twenty-eight (28) days, or does in fact exceed twenty-eight (28) days, the parties shall confer in good faith regarding additional appropriate reimbursement and benefits to the Player.
63.	Seattle Expansion Draft	The NHL shall inform the NHLPA as to which Players it believes have Applicable "No Move" Clauses by January 1, 2021 and the NHLPA shall have 30 days following receipt of such list of Applicable "No Move" Clauses to provide the NHL with written notice of any dispute or disagreement with such list (which notice shall include reasonable details of the nature of such dispute or disagreements).
		The parties agree that under no circumstances will a Club be required to "protect" a Player with a "No Move" clause who otherwise would not have had to have been "protected" had the Expansion Draft taken place as originally scheduled in June 2021.
		The 40/70 thresholds as set out in section 3 of the Expansion Draft Rules (Exhibit B) shall be pro-rated as follows:  i) 40 games played threshold shall be pro-rated by a factor of [56/82].  ii) 70 games played threshold shall be pro-rated by a factor of [(56+70)/164].
		Players with potential career-ending injuries that have missed in excess of the previous [56/82] * 60 consecutive games (or who have otherwise been confirmed to have an injury that may be career ending) may not be used to satisfy a Club's Player Exposure requirements unless prior approval is received from

	the League. Such Players may also be deemed "Exempt from Selection" by the League
	Any Player who is transferred (via Waivers or Trade) from one NHL Club's Reserve List to another NHL Club's Reserve List from February 1, 2021 through the date of the Expansion Draft (both dates inclusive) may not be reacquired via Trade by his prior NHL Club during the period following the Expansion Draft through January 31, 2022 (both dates inclusive). For the purpose of this provision, the "date of the Expansion Draft" shall be tentatively set as July 21, 2021, but remains subject to change as may be agreed upon between the parties.
National Hockey League	National Hockey League Players' Association
Ву:	By:
Name:	Name:
Title:	Title:
Dated:	Dated:

# ATTACHMENT A: 2020-21 CRITICAL DATES AND EXPANSION DRAFT CALENDAR

[Note: "Expansion Events" in blue]

DATE	EVENT
December 28	"Playing Season Waiver Period" Begins
December 31	<ul> <li>Training Camps Open for the seven (7) non-2019-20 Playoff Clubs</li> </ul>
January 3	<ul> <li>Training Camps Open for the twenty-four (24) 2019-20 Playoff Clubs</li> </ul>
January 13	First Day of 56 Game Regular Season
February 1	<ul> <li>Commencement of period for Clubs to request that a Player "waive" his "No Move" clause for purposes of the Expansion Draft.</li> <li>"November 1" Date under section 13.19</li> </ul>
February 11	<ul> <li>"December 1" Signing Deadline for Group 2 Free Agents</li> <li>"December 1" Date under sections 50.5(e)(iv)(B) &amp; (C).</li> </ul>
February 19	■ "December 15" Date under section 13.23
March 12	• "January 1" Date under section 50.5(f)(iv)
April 12	■ Trade Deadline (3:00 p.m. New York Time)
May 8	<ul> <li>Last Day of Regular Season</li> </ul>
May 11	Stanley Cup Playoffs Begin
May 15	<ul> <li>Deadline to send Draft Free Agent List to NHLPA</li> </ul>
June 1	<ul> <li>Deadline for NHLPA comments on Draft Free Agent List</li> <li>Deadline for Bona Fide Offers to 2020 Draft Choices (5:00 p.m. New York Time)</li> <li>Deadline for signing Unsigned Draft Choices (5:00 p.m. New York Time)</li> </ul>
July 13	<ul> <li>Deadline for Clubs to request that a Player "waive" his "No Move" clause for purposes of Expansion Draft (5:00 p.m. New York Time)<sup>1</sup></li> </ul>
July 15	<ul> <li>Last Possible Day of Stanley Cup Playoffs</li> </ul>
24 hours after conclusion of Stanley Cup Final	<ul> <li>First Buy-Out Period Begins</li> <li>Deadline for First Club-Elected Salary Arbitration Notification (5:00 p.m. New York Time)</li> </ul>
July 16	<ul> <li>Last day to place Player on Waivers prior to Expansion Draft Trade/Waiver Freeze (12:00 p.m. New York Time)</li> </ul>

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<sup>&</sup>lt;sup>1</sup> With the exception of the two Clubs participating in the 2021 Stanley Cup Final, whose Deadline for sending the Waiver Form will be extended to the later of: July 13, 2021; or (ii) 12:00 noon New York Time on the day following the last day of the Stanley Cup Final.

DATE	EVENT
	<ul> <li>Deadline for Players to agree to "waive" their "No Move" clauses for purposes of Expansion Draft (5:00 p.m. New York Time)<sup>2</sup></li> </ul>
July 17	<ul> <li>Commencement of the Expansion Draft Trade/Waiver Freeze (3:00 p.m. New York Time)</li> <li>Commencement of Expansion Draft Signing Moratorium on all NHL SPCs (3:00 p.m. New York Time)</li> <li>Deadline for each Club to simultaneously submit its Protection List to Central Registry and the NHLPA (5:00 p.m. New York Time)</li> </ul>
July 18	<ul> <li>Deadline for Central Registry to approve and simultaneously distribute the Protection Lists (with each Player's Expansion Draft Value) to all NHL Clubs (including the Expansion Club) and the NHLPA (10:00 a.m. New York Time)</li> <li>Opening of UFA/RFA Interview Period (only applies to Players that are available for selection in the Expansion Draft) for the Expansion Club only (10:00 a.m. New York Time)</li> </ul>
July 21	<ul> <li>Deadline for the Expansion Club to simultaneously submit their Expansion Draft Selections to Central Registry and the NHLPA (10:00 a.m. New York Time)</li> <li>Deadline for the Expansion Club to submit SPCs for any pending UFA/RFAs that are signed and selected by the Expansion Club (10:00 a.m. New York Time)<sup>3</sup></li> <li>Official distribution and announcement of the Expansion Club's Selections (8:00 p.m. New York Time)<sup>4</sup></li> </ul>
July 22	<ul> <li>Expansion Draft Signing Moratorium and Trade/Waiver Freeze are lifted (1:00 p.m. New York Time)</li> </ul>
July 23	■ 2021 NHL Draft – Round 1
July 24	■ 2021 NHL Draft – Rounds 2-7
July 26	<ul> <li>Deadline for Qualifying Offers, which are not open for acceptance prior to July 28<sup>5</sup></li> </ul>

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<sup>&</sup>lt;sup>2</sup> The deadline will be the earlier of: (i) 5:00 p.m. New York Time on the 7<sup>th</sup> day after the Club has made the request; or (ii) July 16, 2021 at 5:00 p.m. New York Time.

<sup>&</sup>lt;sup>3</sup> The Expansion Club is permitted to sign a current or pending Free Agent on a Current Club's list of available Players during the period between 5:01 p.m. New York Time on July 18, 2021 and 4:59 p.m. New York Time on July 21, 2021, and in so doing will be deemed to have made its selection from such Current Club. Any such signed Free Agents would count as a selection of a contracted Player and would have their future contract's Averaged Amount included, as applicable, towards the aggregate Expansion Draft Value of the Expansion Club. For further clarity, if the Expansion Club signs a Free Agent from a Current Club, the Current Club is not entitled to any compensation from the Expansion Club.

<sup>&</sup>lt;sup>4</sup> The NHL and NHLPA shall discuss and agree how the announcement will be made.

<sup>&</sup>lt;sup>5</sup> If the Expansion Club selects a potential Restricted Free Agent from a Current Club's available list and such Player has not yet received a Qualifying Offer, the Expansion Club will have the option to indicate that it will provide a Qualifying Offer to such Player. Such indication will require the Expansion Club to make the appropriate minimum

DATE	EVENT
July 27	<ul> <li>Restricted Free Agents may make contact with Clubs (including their own) regarding potential interest, but may not sign new SPCs or Offer Sheets until the opening of RFA/UFA Signing Period</li> <li>First Buy-Out Period Ends (5:00 p.m. New York Time)</li> <li>Club's ability to offer own potential UFA an eight (8) year SPC expires (11:59 p.m. New York Time)</li> </ul>
July 28	<ul> <li>RFA/UFA Signing Period Begins (12:00 p.m. New York Time)</li> <li>Qualifying Offers open for acceptance prior to (12:00 p.m. New York Time)</li> </ul>
August 1	<ul> <li>Deadline for Player-Elected Salary Arbitration Notification (5:00 p.m. New York Time)</li> <li>Deadline for RFA Offer Sheets for First Club-Elected Salary Arbitration (5:00 p.m. New York Time)</li> <li>Commencement of Second Club-Elected Salary Arbitration Notification (5:01 p.m. New York Time)</li> </ul>
August 2	<ul> <li>Deadline for Club-Elected Salary Arbitration Notification (5:00 p.m. New York Time)</li> </ul>
August 6	<ul> <li>Qualifying Offers Expire Automatically (5:00 p.m. New York Time)</li> </ul>
August 11	First Day of Salary Arbitration Hearings
August 26	<ul> <li>Last Day of Salary Arbitration Hearings</li> </ul>
August 28	<ul> <li>Last Day for Issuance of Salary Arbitration Awards</li> </ul>
48 hours after Club's last Salary Arbitration Award/Settlement	Deadline to Exercise Salary Arbitration Walkaway Right
48-hour period beginning at 5:00 pm New York Time on the 3 <sup>rd</sup> Day after Club's last Salary Arbitration Award/Settlement	■ Deadline for Such Club's Second Buy-Out Period

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Qualifying Offer to the Player and will cause such Player to be included in the aggregate Expansion Draft Value of the Expansion Club consistent with the treatment of Qualifying Offers.

### **ATTACHMENT B: "PLAYER OPT OUT"**

#### 1. Voluntary Opt-Out of the 2020-21 Season

Any Player may choose not to participate in the 2020-21 Season without discipline or penalty, in which event he shall notify his Club in writing (with a copy to NHL CR and the NHLPA pursuant to Exhibit 3 of the CBA) of his decision in this regard by no later than 5:00 p.m. New York time seven (7) days prior to the first day of his Club's Training Camp ("Voluntary Opt-Out"). Written notice from a Player of his decision to Voluntarily Opt-Out of the 2020-21 Season is irrevocable and may only be given within the window provided herein.

Upon the provision of such notice, the Player will be under no further obligation to participate during the 2020-21 Season, the Club shall have no further obligations to pay such Player's Salary and Bonuses for the 2020-21 Season, and the Player's SPC will be considered tolled for the duration of that Season and all provisions of the SPC shall remain applicable upon the commencement of the 2021-22 Season.

Notwithstanding the foregoing, the Club may elect not to toll the Player's SPC by providing written notice of such election to the Player (with a copy to NHL CR and the NHLPA pursuant to Exhibit 3 of the CBA) within 30 days of receipt of the Player's opt-out notice.

In the event the Player's SPC is tolled under this provision, the Player shall be under no obligation to return any Salary or Signing Bonus paid to him on account of the 2020-21 Season up to the date on which he exercised his opt out right, and such payments shall be set off against payments due in the 2021-22 Season under the now tolled contract.

In the event the Club elects not to toll a Player's SPC, the Player shall be required to return, by no later than sixty (60) days after receipt of the Club's notice of such election, all Salary and Signing Bonuses paid to him on account of the 2020-21 Season.

For purposes of clarity, Players opting out pursuant to this provision will be deemed not to have refused to play or to otherwise have triggered the material breach or forfeiture provisions of any Signing Bonus payments in their SPCs, except such forfeitures as provided for within these optout provisions.

For purposes of clarity, a Player who has exercised his right to a Voluntary Opt-Out, and is not receiving any Player Salary and Bonuses for the 2020-21 Season, shall not be included within the Club's Averaged Club Salary (unless such Player is subject to being included within the Club's Averaged Club Salary pursuant to CBA Section 50.5(d)(i)(B)(5)). As set out in greater detail in Items #52 and 53 above of these 2020-21 Transition Rules, Players opting out of the 2020-21 Season on a voluntary basis will not accrue service for the purposes of pension calculation, but will remain eligible for insurance benefits coverage as specified in Item #53. All costs for any ongoing benefits provided for voluntary opt-out players will continue to be included within the Players' Share.

Any disputes arising out of the voluntary opt-out provisions of this Protocol shall be determined by the Impartial Arbitrator pursuant to CBA Article 17. The matter shall be dealt with in an

expedited manner pursuant to the provisions of CBA Section 17.17 where the issues requiring resolution are time sensitive.

#### 2. Accommodation and Opt-Out on Family Heightened-Risk Basis

Any Player who believes that an immediate family member (<u>i.e.</u>, spouse, partner or child) with whom he shares a household during Training Camp or during the Season is at substantially heightened risk of severe illness by contracting COVID-19 such that the Player's participation in Training Camp and/or in the NHL Season would create an unreasonable medical risk for such immediate family member may request that the Club assist in establishing preventative or other safety measures to mitigate such risk. The Player shall make the request in writing to the Club Physician upon his becoming aware of the circumstances giving rise to the heightened risk, and shall provide information in relation to the request for assistance at the time that the request is made. If, after consultation with the Club Physician and the Club's infectious disease expert, the Club determines that one or more of the Player's household immediate family members is at a heightened risk of severe illness from COVID-19, the Club shall first endeavour to provide the Player assistance with the establishment and implementation of preventative or safety measures as are necessary and appropriate to mitigate such risk. The Club shall issue a written recommendation setting out what, if any, measures it considers appropriate to implement in the circumstances, with the understanding that any associated cost for the provision or implementation of the measures recommended will be the sole responsibility of the Club.

If the Player does not agree that the measures recommended by the Club are satisfactory and the Player is of the belief that his participation in the 2020-21 Season would pose an unreasonable medical risk to an immediate family member within his household, the Player may then opt out of play in the 2020-21 Season on a Family Heightened-Risk Basis. The Player shall notify the Club of his intention to do so (with a copy to the NHL and the NHLPA pursuant to CBA Exhibit 3) within three (3) days of his receipt of the Club's recommendations concerning preventative or safety measures. The Player will then be under no further obligation to play during the 2020-21 Season.

Such Player will receive no additional Paragraph 1 Salary and Bonuses attributable to the 2020-21 Season for the duration of the opt-out and his contract will not toll provided such opt-out process had been initiated on or after February 28, 2021. In the event the Player has initiated this opt-out process prior to February 28, 2021, then the SPC will toll and the term will be extended accordingly by an additional season on the same terms. The Club will have 30 days from the date it is notified of the Player's election to opt-out to decline the tolling of the SPC, in which case the SPC's terms will not toll and will remain unadjusted. For purposes of clarity, a Player who has exercised his right to a Family Heightened-Risk Basis Opt-Out, and is not receiving any Player Salary and Bonuses for the remainder of the 2020-21 season, shall not be included within the Club's Averaged Club Salary beginning on such date that the Player ceases to receive his salary (unless such Player is subject to being included within the Club's Averaged Club Salary pursuant to CBA Section 50.5(d)(i)(B)(5)).

Such opt-out Player will receive an unconditional stipend from the Club each month (or a prorata amount if for a partial month) through the balance of the 2020-21 Regular Season. The stipend will be \$15,000 per month for such a Player to the extent he was credited with an Accrued Season for the 2019-20 season or has a one-way SPC for the 2020-21 season, and shall be \$7,500 per month for all other Players. The Player will have no obligation to return any Signing Bonus or Paragraph 1 Salary payments already received on account of the 2020-21 Season. Such Player's insurance coverage will continue for the balance of the 2020-21 Season as set out in greater detail in Item #53 above in these 2020-21 Transition Rules, and the Player will continue to accrue pension service time provided that the Player earned at least one quarter of a season of service in the 2019-20 Season as set out in greater detail in Item # 52 above in these 2020-21 Transition Rules (such pension service time accrual shall remain tentative pending appropriate review by League and PA pension counsel). All costs for any ongoing benefits provided for Players that opt-out on to Family Heightened-Risk Basis will continue to be included within the Players' Share.

For purposes of clarity, Players opting out pursuant to this provision will be deemed not to have refused to play or to otherwise have triggered the material breach or forfeiture provisions of any Signing Bonus payments in their SPCs, except for the discontinuance of compensation payments as provided for within these opt-out provisions.

A Player may, at any time after the commencement of the opt-out, seek to return to play during the 2020-21 Season upon a substantial change in the circumstances that gave rise to the opt-out (e.g., the advent of mass inoculation against the novel coronavirus). The Player shall notify the Club of his desire to return to play in writing, at which time he shall describe the changed circumstances giving rise to his request. The Club shall have sole discretion to approve or deny the request. The return of a previously opted-out Player during the 2020-21 Season will be subject to a Club's normal cap compliance obligations and any other applicable provisions of the COVID-19 Protocol and the CBA and will terminate the Club's obligations to provide the unconditional stipend, provided for above, from the date of such Player's return. The return of a previously opted-out Player will be required to occur on a date during the Regular Season such that the returning Player is reinstated within the Club's Averaged Club Salary during the Regular Season. Further, in such event, any tolling of the Player's SPC shall be revoked and the SPC shall remain in effect on its stated terms.

#### Disputes Arising out of Opt-Out on Family Heightened-Risk Basis

In the event that the Player disagrees with a Club's determination that his family member is not at heightened risk of severe illness by contracting COVID-19 arising from the Player's participation in Training Camp and/or in the NHL Season, such Player may file for a review of the Club's determination to a three-member panel comprised of (1) a physician appointed by the NHL, (2) a physician appointed by the NHLPA and (3) a physician expert in public health and epidemiology appointed by agreement between the NHL and the NHLPA.

The aforementioned panel shall be constituted by no later than December 30, 2020. The costs of each party's respective panel member shall be borne by such party, and all remaining costs associated with the operation of the panel shall be borne jointly in equal amounts.

A Player seeking a review of the Club's determination shall notify the Club (as well as NHL Central Registry and the NHLPA) in writing of his intention to do so by no later than 72 hours after the determination that is being appealed has been communicated to them. The Player shall, to the extent practicable, provide all relevant medical and other information supporting his request for review at the time that the notice of review is filed with the other party. The panel members shall not be required to hold a hearing and may determine the matter before them on the basis of the documents submitted to them. The panel members may request any additional information they consider relevant and may, if they consider it appropriate and necessary for their determination of the review, conduct a virtual examination of the Player and/or the family member and/or the Club representative responsible for the matter. The panel members shall render a written decision in the matter and provide it to the parties within 72 hours of their receipt of the notice of review.

A Player, a Club, the NHL and the NHLPA may each seek an appeal of the panel's decision solely on the basis that the panel's decision was arbitrary and capricious due to a procedural defect (e.g., a failure to consider CDC or Public Health Canada guidelines), and shall file a notice of appeal within 48 hours of the issuance of the panel's decision if it wishes to proceed with an appeal. The appeal shall be heard by the Impartial Arbitrator on an expedited basis pursuant to the provisions of CBA Section 17.17.

Except for the procedure for appeal set forth herein, decisions of the panel shall be final and binding upon the Player, the Club, the NHLPA and the NHL, and no appeal or review shall be taken of the panel's decision. The decision of the Impartial Arbitrator, upon appeal, shall be final and binding upon the parties and no appeal or review shall be taken of the Impartial Arbitrator's decision.

#### 3. Players at Heightened Risk of Serious Illness

Players who have been determined by their Club Physician to be at substantial risk of developing a serious illness as a result of exposure to the novel coronavirus shall be deemed to be unfit to play, as set forth in Section I.1 of the COVID-19 Protocol. Such Players shall continue to receive their Paragraph 1 Salary and Signing Bonuses as set out in their SPCs and any Benefits to which they are entitled under the CBA for the duration of the period that they are at substantial risk. To the extent such determination is reached with respect to a Player prior to or during Training Camp, he will receive his salary pursuant to the formula set forth in Section 15.6 of the CBA. To the extent such determination is reached with respect to a Player who is, or was, on Loan during

the 2020-21 season (including during Training Camp), he will receive his Paragraph 1 Minor League Salary on the basis and the amount set forth in these Transition Rules.

A Player that continues to receive his Paragraph 1 NHL Salary pursuant to the paragraph above will be eligible to be designated as a Bona-Fide Long-Term Injury/Illness at the Club's option.

For purposes of clarity, Players at Heightened Risk of Serious Illness will be ineligible to play professional hockey other than under the terms of their NHL SPCs and may not contract elsewhere for the 2020-21 season.

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A Player who does not play, or ceases to play, in the 2020-21 season on the Voluntary or the Family Heightened Risk basis set forth above (hereinafter "Player who has opted out"), will be ineligible to play professional hockey other than under the terms of their NHL SPCs and may not contract elsewhere for the 2020-21 season.

Where the SPC of a Player who has opted out is not tolled pursuant to any of the provisions above, the Player and the Club will continue to be bound by the terms of such SPC, except where stated to the contrary within these opt-out provisions, for the original term of the contract and the Club will retain all rights pursuant to the CBA, including but not limited to the right to issue a Qualifying Offer, elect Salary Arbitration, etc.

Further, where the SPC of a Player who has opted out has not been tolled and the SPC will expire following the conclusion of the 2020-21 Season, such Players shall not enter into a contract to play hockey elsewhere for any future season until the expiration of his NHL Club's right to decline to toll their SPC. To the extent such a Player does contract elsewhere for a future season prior to the expiration of his NHL SPC, the Player will be ineligible to play or contract in the NHL for the 2021-22 season.

With regards to the impact of the above provisions, including tolling an SPC pursuant to the terms above, the following general rules shall apply:

If the SPC being tolled had been previously subject to a Retained Salary Transaction, the Club(s) that had retained salary in the prior transaction(s) shall continue to include an amount attributed to their Averaged Club Salary in the amount and on the schedule originally anticipated at the time of such retained salary transaction regardless of the subsequent tolling.

An SPC that has been tolled pursuant to these provisions will not be subject to having the Paragraph 1 Salary increased due to the contract being extended into a season where the Paragraph 1 Salary now is below the minimum amount provided for in Article 11.

The NHL may investigate any circumstance in which it believes these provisions were intentionally used to, or had the effective of, circumventing any provision of the CBA or the 2020 MOU and can impose penalties pursuant to Article 26 of the CBA, including, in these circumstances, reinstating the original terms of a contract that had been tolled or the voiding of a tolled contract.

## **ATTACHMENT D: "TAXI SQUAD" REGULATIONS**

#### **GENERAL**

NHL Clubs are permitted to Loan a minimum of four (4) and a maximum of six (6) Players to their "Taxi Squad". All such Loans will be subject to Waiver requirements as applicable.

The Players on Loan to the "Taxi Squad" will be permitted to travel and practice with the NHL Club, however, such Players can only play in an NHL Game if Recalled and placed on the NHL Club's Active Roster before such NHL Game (and no later than 5:00 p.m. ET).

Notwithstanding the above, a "Taxi Squad" goaltender will be permitted to be Recalled after 5:00 p.m. ET for the purposes of playing in an NHL Game if the Club has less than two (2) goaltenders on its Active Roster who are able to play in the Club's next game, and provided further that the Club either a) has appropriate Payroll Room to have effectuated a Recall of such a goaltender or b) all the requirements of CBA Section 50.10(e) (with the exception of Subparagraph (v) thereof) are satisfied. In the latter case, such goaltender would be eligible to play the game in accordance with such Section 50.10(e). The Club shall file a Recall for the goaltender as promptly as possible, and such Recall will be dated and effective as of 5:00 p.m. ET on the date of the NHL Game.

For purposes of clarity, any goaltender Recalled per CBA Section 13.12 after the daily 5:00 p.m. ET deadline will be included in both the Players' Share and the Club's Averaged Club Salary as of the date of such Recall.

Players may be Loaned to the "Taxi Squad" beginning on the last day of the NHL Club's Training Camp and the "Taxi Squad" will dissolve on the day following the last day of the Regular Season. Following the dissolution of the "Taxi Squad", the Players on Loan to the "Taxi Squad" may be Recalled or Reassigned by the NHL Club. Provided that travel and quarantine restrictions remain in place at the time, each Club participating in the Playoffs shall maintain sufficient number of Standby Players to be available to the Club to respond to urgent roster requirements without the need for travel.

Should a Club have fewer than three (3) goaltenders on its Active Roster, it must have at least one (1) goaltender on its Taxi Squad and the goaltender must be available at all NHL Games for the Club (both home and away).

Players Loaned to the "Taxi Squad" can participate in NHL Club practices and activities and travel with the NHL Club. Players Loaned to the "Taxi Squad" are not permitted to participate in practices and activities with Players/staff outside the NHL Club (<u>i.e.</u>, such Players must remain the responsibility of the NHL Club and subject to all applicable Club Rules, including the requirements of the COVID-19 Protocol).

Although not all Players Loaned to the "Taxi Squad" are required to travel with the Club to all away games (except as may be required above in the case of a goaltender), it is recommended

that a sufficient number of "Taxi Squad" Players travel with the Club to ensure an adequate number of Players are available for Recalls as may be necessary.

Should a Player who is Loaned by a Club to the "Taxi Squad" be deemed by the Club Physician to require a period of quarantine or isolation in connection with the operation of the COVID-19 Protocol, the Club will have the option to request that such Player be excluded from the six (6) Players permitted to be Loaned to the Club's "Taxi Squad". Such request and exclusion is subject to approval of the Commissioner or his designee. A Club cannot have more than two (2) Players so excluded at any one time.

Should a Player who is Loaned by a Club to its "Taxi Squad" be deemed Unfit to Play by the Club's Physicians (other than by reasons covered by the COVID-19 Protocol), the Club may request that such Player be excluded from the six (6) Players permitted to be Loaned to the Club's "Taxi Squad". Such request and exclusion is subject to approval of the Commissioner or his designee, who will take into consideration any relevant factors, including but not limited to, the projected period such Player will remain Unfit to Play and the period of quarantine required for a Player reassigned to take such unfit Player's spot on the "Taxi Squad."

#### **COMPENSATION**

NHL Players whose SPCs include a specified Paragraph 1 Minor League Salary and who are Loaned to the "Taxi Squad" will be compensated at a rate 1/116 \* 100% of such Paragraph 1 Minor League Salary for each day they spend on the "Taxi Squad".

NHL Players on one-way SPCs that do not include a Minor League Salary who are Loaned to the "Taxi Squad" will be compensated at a rate of 1/116 \* 100% of their Paragraph 1 NHL Salary for each day they spend on the "Taxi Squad". Such compensation will be subject to (i) a 10% salary deferral (as further described below) and (ii) a 20% reduction in the remaining salary after the deferral. The 10% salary deferral shall be paid, without interest, in three (3) equal payments on October 15 of each of the 2022-23, 2023-24, and 2024-25 League Years. Each Player's deferral actually earned shall be payable in full notwithstanding a subsequent Buyout, expiration or termination of his SPC, and is not contingent on the Player continuing to play after the 2020-21 season. The deferral will not otherwise change the terms of any SPC, and the deferred amounts shall not count towards the Players' Share.

Should a Player be injured while on Loan to the "Taxi Squad", that Player will be considered to have sustained an injury in the Minor Leagues for the duration of such injury.

Players on Loan to the "Taxi Squad" will be included within the Club's Averaged Club Salary in the same manner they otherwise would if on Loan.

#### **BENEFITS**

Players who are Loaned to the "Taxi Squad" will be covered under NHL insurance during the course of the Regular Season while on Loan to the "Taxi Squad" as set out in greater detail in

Item #53 above in these 2020-21 Transition Rules. Such coverage will extend to include their eligible dependents.

For Players who are covered under the NHL health insurance as part of the "Taxi Squad", the calculation for eligibility for offseason coverage will include the "Taxi Squad" days as part of the days on roster in determining offseason coverage eligibility.

Players who are Loaned to the "Taxi Squad" will be covered under the NHL disability insurance plan, however the disability benefit amount may be reduced for "Taxi Squad" players subject to further discussion with program underwriters.

Players who are Loaned to the "Taxi Squad" will be covered under the NHL Life and AD coverage.

Players Loaned to the "Taxi Squad" will not be eligible for Pension credits.

Players on Loan to the "Taxi Squad" as of the beginning of the 2020-21 Regular Season will be permitted to find permanent housing in the NHL home city in accordance with Article 13.12.

A Player being reassigned from another league to the "Taxi Squad" will be permitted to find permanent housing in the NHL home city in accordance with Article 13.12.

Players who hold a permanent residence in the NHL home city who are Loaned to the "Taxi Squad" will not receive any housing or rental car benefits.

Players Loaned to the "Taxi Squad" who do not have a permanent residence in the NHL Club's home city will be provided a rental Car and Per Diem in accordance with CBA Section 14.5 for the duration of their time with on the "Taxi Squad".