

National Hockey League/National Hockey League Players' Association
Memorandum of Understanding

It is hereby agreed by and between the National Hockey League (“NHL” or “League”) and the National Hockey League Players’ Association (“NHLPA” or “Union”) that the collective bargaining agreement entered into the 15th day of February 2013, and set to expire on September 15, 2022 (“CBA”) is hereby extended to and including September 15, 2026, except to the extent expressly modified by or inconsistent with this Memorandum of Understanding, including the Attachments (“MOU”), the terms of which are set forth below. Except where the MOU provision is referencing a new term, the capitalized terms in this document shall apply the definitions from the CBA. This agreement shall become effective on the date when the last of the two parties to do so ratifies this agreement.

#	Economic Issues	Description
1.	Term	<p>Four-year extension to the current CBA through September 15, 2026.</p> <p>However, to the extent the funds placed in the Escrow Account for the 2024/25 League Year are insufficient to make up (i) the Overage for that League Year plus (ii) any portions of Overages from previous League Years not paid to the League (the difference shall be considered the “2024/25 Escrow Balance”), and the 2024/25 Escrow Balance at the end of the 2024/25 League Year (i.e., June 30, 2025) is in excess of \$125 million, but does not exceed \$250 million, the term of the CBA will automatically extend for one additional League Year (i.e., through the 2026/27 League Year and expiring on September 15, 2027) (the “Extension Year”). The 2024/25 Escrow Balance shall be determined no later than June 30, 2025 based on Preliminary HRR for the 2024/25 League Year.</p> <p>In event of an Extension Year, (i) the Escrow Percentage for the 2026/27 League Year shall not exceed 9% and (ii) there shall be no year-over-year increase to the Upper Limit as compared to the Upper Limit for the 2025/26 League Year. Subject to the limit described above, the Escrow Percentage for the 2026/27 League Year shall be set with the goal of ensuring that the Escrow Account for the 2026/27 League Year is sufficient to pay off the remaining Escrow Balance plus any estimated Overage for the 2026/27 League Year.</p> <p>To the extent that the 2024/25 Escrow Balance is either: (i) less than \$125 million, or (ii) greater than \$250 million, the CBA will terminate in the normal course as of its original date of expiry (i.e., September 15, 2026). Absent agreement to the contrary, the full amount of the remaining Escrow Balance at the</p>

		conclusion of the CBA shall be due and payable to the NHL on terms to be negotiated as part of any new CBA.
2.	Payroll Range	<p>2020/21:</p> <ul style="list-style-type: none"> • Upper Limit = \$81.5 Million • Midpoint = \$70.9 Million • Lower Limit = \$60.2 Million <p>Thereafter (subject to the provisions above regarding the Extension Year):</p> <ul style="list-style-type: none"> • Upper Limit will remain at \$81.5 Million until Preliminary HRR for the just completed League Year surpasses \$3.3 Billion. • For any League Year where Preliminary HRR is between \$3.3 Billion and \$4.8 Billion, the Upper Limit for the following League Year shall be between \$81.5 Million and \$82.5 Million on a pro rata basis (e.g., if Preliminary HRR is \$4.05 Billion, the Upper Limit will be \$82 Million). • Once Preliminary HRR for the immediately preceding League Year surpasses \$4.8 Billion, the Upper Limit will increase by \$1 Million per League Year until the Escrow Balance is paid off. • The parties can agree to increase the Upper Limit in excess of \$1 Million in order to allow for a smoother transition into the 'Lag' formula. • The parties agree to discuss the Upper Limit in good faith in the event projected or Actual HRR decreases on a year over year basis. <p>Lag Formula (subject to the provisions above regarding the Extension Year):</p> <ul style="list-style-type: none"> • Parties to discuss and approve detailed mechanics and implementation of the 'Lag' formula subject to the following general parameters: <ul style="list-style-type: none"> ○ Introduce the 'Lag' formula after the Escrow Balance has been repaid but not earlier than establishing the Upper Limit for 2023/24 League Year. ○ Apply the current Payroll Range formula except for the following changes:

		<p>(1) Use HRR from the League Year two years prior (instead of Preliminary HRR from the immediately preceding League Year) (i.e., using HRR for Year 1 to set the Payroll Range for Year 3).</p> <p>(2) Remove the Growth Factor (i.e., do not adjust the resulting Midpoint (based on Final HRR per (1) above) upward to yield the Adjusted Midpoint as provided for in Section 50.5(b)(i)).</p> <ul style="list-style-type: none">○ Maximum year-over-year increase in the Upper Limit will be the lesser of 5% and the trailing two-year average HRR growth percentage (measured using Final HRR from the League Year four years prior, Final HRR from the League Year three years prior, and Preliminary HRR from two years prior and after taking into account any FX impact adjustments)○ Except for the 2026-27 League Year, minimum year-over-year increase in the Upper Limit is the lesser of 2.5% and the trailing two-year average HRR growth percentage. (measured using Final HRR from the League Year four years prior, Final HRR from the League Year three years prior, and Preliminary HRR from two years prior and after taking into account any FX impact adjustments)○ For any immediately upcoming League Year for which the NHL and NHLPA anticipate a Shortfall (as defined in Section 50.11(a)(i)) based on Preliminary or projected HRR, the parties may (but are not required to) increase the Upper Limit for that upcoming League Year by up to an additional 5% (over and above the increases dictated by the provisions above) so long as both the NHL and NHLPA agree to do so by the June 15th prior to that start of that League Year.○ The remaining aspects of the Payroll Range (i.e., the Lower Limit and Midpoint) shall in all
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		instances be set in accordance with the terms of the current CBA.												
3.	Escrow	<p>To the extent the funds placed in the Escrow Account for any given League Year are insufficient to make up (i) the projected Overage for that League Year plus (ii) any portions of Overages from previous League Years not paid to the League, the difference shall be considered the “Escrow Balance.”</p> <p>The schedule below lists the maximum Escrow Percentages for a given League Year (“Maximum Escrow Percentages”). With the exception of the Escrow Percentage for the 2021/22 League Year (which shall be determined as set forth below), the applicable Maximum Escrow Percentage shall be utilized for a given League Year. However, in the event that the Maximum Escrow Percentage would, based on jointly-developed forecasts for HRR and League-wide Player Compensation for that League Year, result in an Escrow Balance of zero following the completion of that League Year, the parties may negotiate a lower Escrow Percentage for that League Year (i.e., the goal being to get the Escrow Balance to zero). To the extent that utilizing the Maximum Escrow Percentage for a given League Year results in an Escrow Balance or does not eliminate an Escrow Balance, any such Escrow Balance shall carry forward into (and be factored into the setting of the Escrow Percentage for) the following League Year (with the exception of the 2021/22 League Year).</p> <table data-bbox="711 1171 1463 1640"> <tr> <td>2020/21</td> <td>20%</td> </tr> <tr> <td>2021/22</td> <td>14% if Preliminary HRR for the 2020/21 League Year equals or exceeds \$3.3 Billion; 18% if Preliminary HRR for the 2020/21 League Year equals or is below \$1.8 Billion; pro-rata rate in between \$1.8 Billion and \$3.3 Billion (e.g. Escrow Percentage of 16% if HRR is \$2.55 Billion)</td> </tr> <tr> <td>2022/23</td> <td>10%</td> </tr> <tr> <td>2023/24</td> <td>6%</td> </tr> <tr> <td>2024/25</td> <td>6%</td> </tr> <tr> <td>2025/26</td> <td>6%</td> </tr> </table> <p>2019/20 Escrow Account:</p> <ul style="list-style-type: none"> Parties agree that the entirety of the April 15, 2020 payroll (excluding payments owed on account of previous year Buy-Outs) shall be deposited into the Escrow Account. Payments owed pursuant to previous year Buy- 	2020/21	20%	2021/22	14% if Preliminary HRR for the 2020/21 League Year equals or exceeds \$3.3 Billion; 18% if Preliminary HRR for the 2020/21 League Year equals or is below \$1.8 Billion; pro-rata rate in between \$1.8 Billion and \$3.3 Billion (e.g. Escrow Percentage of 16% if HRR is \$2.55 Billion)	2022/23	10%	2023/24	6%	2024/25	6%	2025/26	6%
2020/21	20%													
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2022/23	10%													
2023/24	6%													
2024/25	6%													
2025/26	6%													

		<p>Outs will be paid to the applicable Players using a 14% Escrow Percentage.</p> <ul style="list-style-type: none"> • The NHLPA agrees that 100% of the funds held in the Escrow Account for the 2019/20 League Year shall be released to the League within 15 days of ratification of this agreement by the NHLPA. • Subject to Sections 50.12(g)-(m) of the CBA and the May 9, 2017 letter agreement between the NHL, the NHLPA and Renaissance Associates Ltd., the NHL and its Clubs (i) shall use commercially reasonable efforts to produce within a reasonable period of time documents reasonably requested by the NHLPA’s independent auditor, including in native electronic form, and (ii) subject to further discussion and agreement, will establish a common platform to allow the NHL’s and the NHLPA’s independent auditors to retain such documents for a reasonable amount of time upon conclusion of the audits. For purposes of clarity (i) the parties will otherwise continue to act in a manner consistent with prior practice, and (ii) the expedited release of the funds held in the Escrow Account referred to above is not conditional or contingent, including upon the production of any requested document, and shall proceed in accordance with the terms hereof and the parties will otherwise reserve their rights with respect to any outstanding document production requests, if any. • This expedited release is without prejudice to the NHLPA’s rights under Sections 50.12(g)-(m) of the CBA, and the parties reserve their respective rights under the CBA. <p>Escrow Account for all future League Years until: (i) the Escrow Balance is less than \$125 million or the beginning of the 2023/24 League Year, whichever occurs sooner, and (ii) HRR exceeds \$4.8 Billion in a given League Year under this Agreement:</p> <ul style="list-style-type: none"> • If there is a projected Overage or Escrow Balance for the current League Year, then to the extent that all of the funds held in the Escrow Account for that League Year are projected to be returned to the League, the NHLPA agrees to release 100% of the funds held in the Escrow Account for that League Year to the League on a bi-weekly rolling basis during that League Year.
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		<ul style="list-style-type: none">• Subject to Sections 50.12(g)-(m) of the CBA and the May 9, 2017 letter agreement between the NHL, the NHLPA and Renaissance Associates Ltd., the NHL and its Clubs (i) shall use commercially reasonable efforts to produce within a reasonable period of time documents reasonably requested by the NHLPA’s independent auditor, including in native electronic form, and (ii) subject to further discussion and agreement, will establish a common platform to allow the NHL’s and the NHLPA’s independent auditors to retain such documents for a reasonable amount of time upon conclusion of the audits. For purposes of clarity (i) the parties will otherwise continue to act in a manner consistent with prior practice, and (ii) the expedited release of the funds held in the Escrow Account referred to above is not conditional or contingent, including upon the production of any requested document, and shall proceed in accordance with the terms hereof and the parties will otherwise reserve their rights with respect to any outstanding document production requests, if any.• This expedited release is without prejudice to the NHLPA’s rights under Sections 50.12(g)-(m) of the CBA, and the parties reserve their respective rights under the CBA. <p>Notwithstanding Section 50.11(d), in the event of a Shortfall in any given League Year under this agreement, to the extent there remains an Escrow Balance, (i) funds in the Escrow Account for that League Year shall first be used to pay such Escrow Balance and (ii) Clubs shall not be obligated to make any supplemental payments (as such term is used in Section 50.11(d)) to the Players. Rather, funds in the Escrow Account and the amount of any such required supplemental payments shall instead be used to reduce or pay off the Escrow Balance in full. To the extent that there remains any Shortfall obligation on the Clubs, such funds will be paid to the Players as provided by Section 50.11(d) of the CBA.</p> <p>In connection with this agreement, (i) for the 2019-20 League Year, the NHL agrees to waive any potential applicability of SPC Paragraph 17 solely on account of the loss of games due to the COVID-19 pandemic on a non-precedential and without prejudice basis for future League Years, (ii) For the 2020-21 League Year, the NHL agrees to waive any potential applicability</p>
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		of Paragraph 17(c) in connection with the COVID-19 pandemic on a non-precedential and without prejudice basis for future League Years, and (iii) such waivers do not affect any other rights or positions of the parties with respect to SPC Paragraph 17.
4.	Deferred Compensation	<ul style="list-style-type: none"> • An amount equal to ten (10) percent of each Player’s 2020/21 Paragraph 1 NHL Salary plus Signing Bonus (but, for clarity, not including Roster, Reporting and Performance Bonuses) shall be “deferred” (the “20-21 Deferred Salary”) (subject to conformance with applicable 409A Regulations) from the 2020/21 League Year without interest and paid in three (3) equal payments on October 15 of each of the 2022-23, 2023-24 and 2024-25 League Years. Only Players with 2020/21 SPCs shall be included in this process. • Each Player’s 20-21 Deferred Salary 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 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. Any 20-21 Deferred Salary will be charged to Players’ Share in the League Year it is paid. • For Players with insufficient Paragraph 1 NHL Salary to defer an amount equal to the 20-21 Deferred Salary, the parties will agree on a mechanism to allow them to defer as much of the 20-21 Deferred Salary as possible, including by deferring the entirety of his 2020/21 Paragraph 1 NHL Salary if necessary. • The parties agree to further discuss the details and logistics necessary to implement this deferment. • The parties also agree to continue discussions regarding the possibility of allowing Players and Clubs to negotiate additional deferrals on an individual basis within limits.
5.	Fall 2020 Payroll	In the event the parties agree to start the 2020/21 NHL Regular Season after November 15, 2020, the Clubs shall pay each “Roster Freeze Player” (as defined in the Transition Rules) who as of October 31, 2020 has an SPC for the 2020/21 League Year a

		<p>paycheck in the amount of 8.1% (15/186) of his 2020-21 Paragraph 1 NHL Salary by October 31, 2020. The total amount paid to these “Roster Freeze Players” shall be an advance of their 2020/21 Paragraph 1 NHL Salary (or Paragraph 1 Minor League Salary, as the case may be) and included in 2020/21 Actual Club Salary to the extent it otherwise would be included (e.g., If the Player receives \$50,000 and he is in the NHL for the entire 2020-21 Regular Season, the entire \$50,000 would be included in Actual Club Salary. If he is in the Minors for the entire season, the \$50,000 would be considered an advance of his Paragraph 1 Minor League Salary and would not be included in Actual Club Salary). For each Roster Freeze Player who received an advance payment, their remaining 2020/21 Paragraph 1 Salary shall be paid pro-rata over the course of the remainder of the 2020/21 Regular Season. Any portion of an advance not earned by a Player hereunder shall be included in Actual Club Salary.</p> <p>Notwithstanding the foregoing, if a Roster Freeze Player has filed for Salary Arbitration and does not yet have an SPC as of October 31, 2020, his Club will pay him such paycheck within seven (7) days of the resolution of his Salary Arbitration matter.</p>
6.	Benefit Credit	<p>CBA §50.3(a)(i)(B) amended as follows:</p> <p>(B) A credit in the following amounts:</p> <p>(1) \$10M in the 2020/21 League Year</p> <p>(2) \$12.5M in the 2021/22 and the 2022/23 League Years</p> <p>(3) \$15M in the 2023/24, 2024/25, and 2025/26 League Years</p>
#	Player Benefit Issues	Description
7.	NHL Benefits for Players on One-Way Contracts	<p>CBA amended to provide:</p> <ul style="list-style-type: none"> • Effective the first day of the 2020/21 Regular Season, Players with one-way SPCs and 160 or more NHL games played (including games dressed for goalies) will continue to be entitled to, and covered by, NHL benefits (health, life, and disability insurance) if assigned to minors. Players will also retain NHL coverage during the offseason to same extent as other NHL Players. • Disability benefits are subject to market availability, and the benefit amount may be reduced for such Players for

		<p>claims incurred while assigned to the minors as per further discussion with program underwriters.</p> <ul style="list-style-type: none"> • NHL to provide additional data from Central Registry to the Health Fund Office and the NHLPA to denote Players on one-way contracts and games dressed for goalies. • NHL will be responsible for paying the cost of this coverage off-share. The Health Fund Office will direct bill the League on behalf of the Clubs on a monthly basis.
8.	Wellness Services	<p><u>See Attachment A.</u></p> <p>Effective the first day of the 2020/21 Regular Season.</p>
9.	Clarify Release for Career-Ending and Serious Disability	<p>Effective immediately, replace CBA §23.3(d) in its entirety with the below and make corresponding revisions to SPC ¶15(d) and CBA Exs. 9-12:</p> <p>(d) In consideration of the payments made by the Club to fund the group health benefits plan, career ending disability policy and serious disability policy and other consideration (including any and all benefits afforded to the Player under this CBA and his SPC, including but not limited to the payment of salary referenced in CBA Section 23.4 and SPC Paragraph 5(d), where applicable, and the Club's continuing responsibility for payment of medical and dental costs associated with the treatment of hockey-related injuries under CBA Section 23.10 and SPC Paragraph 5(c)), the Player does hereby covenant that in the event he receives full payment of a claim under such career ending disability policy or serious disability policy, he personally releases and will release, and will cause his corporation if a corporate contract is involved to release, the Club, the League, the NHLPA, all other Clubs, the insurance carrier, and the servants, employees, officers and agents of each of the above from any and every additional obligation, liability, claim or demand for any additional salary or other payments, arising out of or relating to such injury or the treatment thereof, including without limitation liability in tort, and extending to all damages, whenever arising.</p>
10.	Health Insurance for Retired Players	<p>CBA amended to provide:</p> <ul style="list-style-type: none"> • Effective July 1, 2021, NHL health insurance will be extended to December 1 for Players who have qualified for off-season coverage and who have retired following the end of the prior regular season or who are unsigned

		<p>free agents at the start of the regular season, at no cost to Player. (This does not apply to the 2020/21 season since the offseason coverage will continue until the first day of the 2020/21 season). The NHL will pay half the cost of this extended coverage off-share.</p> <ul style="list-style-type: none"> • Effective immediately, former Players currently enrolled in retiree coverage on the Health Plan and all current and future Players that enroll in retiree coverage on the Health Plan pursuant to Article 23.6 will be eligible for a subsidy toward the cost of their medical insurance, except that no former Player shall be eligible for the subsidy while he is working for a Club, the League, or the NHLPA. • The subsidy shall be in the annual amount of \$3,500 per Player in the currency of the coverage the Player is enrolled in (USD or CAD), not to exceed 80% of the cost of the coverage of the plan option the Player is enrolled in. The NHL will pay 50% of the cost off-share. The remaining 50% of the cost will be on-share. • Effective with the 2022/23 League Year, current and future Players will be eligible for an increased annual subsidy amount of \$5,000 per Player in the currency of the coverage the Player is enrolled in (USD or CAD), not to exceed 80% of the cost of the coverage depending on the plan option the Player is enrolled in. The increased subsidy amount will apply to Players with an NHL SPC for the 2019/20 League Year, or any subsequent League Year. • The NHL will pay 50% of the first \$3,500 of the subsidy, plus 100% of the amount of the increase of the subsidy amount (additional \$1,500) off-share. The balance of the cost (\$1,750) will be paid on-share. • The Health Fund Office will direct invoice the NHL on a quarterly basis, in arrears. • The parties agree to continue to work jointly to maximize the number and quality of health insurance plan options for retired Players.
11.	Extend Benefits for Surviving Dependents Following Death of Player	<p>CBA §23.6(c) amended to provide:</p> <ul style="list-style-type: none"> • Effective immediately, coverage for the Player’s eligible dependents will continue automatically for 6 months following the death of an active Player or a retired Player who was covered under the Plan as of his date of death.

		<ul style="list-style-type: none"> • Premiums will be paid by the NHL Club for the dependents of active Players. Following the 6-month period, surviving dependents may then elect to purchase continuation of coverage under COBRA for 36 months, or continue coverage under the retired Player plan options if the Player otherwise qualified for such coverage under Article 23.6. • Premiums will be waived by the Fund for 6 months in the case of a retired Player who was covered under the plan as of his date of death. • The parties can explore the availability and cost for the Fund to purchase a life insurance policy with the Fund as the beneficiary to cover this risk, subject to cost sharing of any premium costs for active Players and retired Players as outlined below. • Coverage for the surviving dependents will remain the same as the coverage that was in effect on the date of the retired Player’s death (e.g., if the dependents were covered by the PPO plan as of the date of the retired Player’s death, they will remain in the PPO plan for the automatic 6-month coverage period). After the 6-month period ends, surviving dependents may elect to continue coverage on a premium paying basis through COBRA for 36 months, or pursuant to Article 23.6(c) through the retired Player plan options if the Player otherwise qualified for such coverage under Article 23.6. The surviving dependents will be provided with the opportunity to change their plan option at such time (i.e., they will not have to wait until the next open enrollment date to make a change). • Article 23.6(c) to be amended to add the right for a Player’s dependent child(ren) to be eligible to elect continuation of coverage to age 26, on a premium paying basis, when there is no surviving parent who would otherwise be eligible to elect such coverage. • Article 23.6(c) to be revised to specifically articulate the existing rule that the surviving spouse benefit includes coverage for dependent children up to age 26. <p>Costs associated with active Players remain on-share. NHL pays costs associated with retired Players off-share. The Health Fund</p>
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		Office will direct invoice the NHL on an as incurred basis for costs associated with retired Players.
12.	Health Insurance Benefits for Players on Playoff Recall	<p>CBA §23.5 amended to provide:</p> <ul style="list-style-type: none"> • Effective immediately, Players who sign with an NHL team after the end of the regular season will be covered under NHL benefits (health insurance, life insurance and disability insurance) effective from the date that they are added to the NHL Playing Roster during the playoffs. Such coverage will extend through the offseason in the same manner as other NHL Players. • Players who are recalled from a minor league team during the playoffs for the purpose of practicing and travelling with the team (playoff standby Players), but are not added to the Playing Roster, will not qualify for any additional coverage (no change to current on the assumption that these Players already have either minor league or NHL coverage). • To the extent that there is any situation in which a playoff standby Player would not already have minor league or NHL coverage, the parties will confer and agree upon a means to ensure that such Player has some form of coverage. <p>NHL Clubs will pay for associated costs off-share. The Health Fund Office will direct invoice to the applicable Club(s).</p>
13.	Revise Training Camp and Summer Conditioning Camp Emergency Coverage	<p>CBA §23.9(a) amended to provide:</p> <ul style="list-style-type: none"> • Effective with the start of training camp for the 2020/21 season, coverage currently provided under Article 23.9(a) for Players attending summer conditioning camp and/or NHL training camp who are not otherwise covered under NHL or minor league insurance either will 1) be replaced with a separate insurance policy, subject to market availability; or 2) continue to be processed via the Players health fund with any costs to be reimbursed to the fund by the NHL. The period of coverage shall be: <ul style="list-style-type: none"> ○ From the date of the Player’s arrival at summer conditioning camp (including a period of up to 5 days in advance of the camp starting) and continuing until his departure date (including a period of up to 3 days following the conclusion of camp).

		<ul style="list-style-type: none"> ○ From the date of the Player’s arrival at NHL training camp (including a period of up to 10 days in advance of the date training camp opens) and ending on the first day of the NHL regular season. ● Extend emergency medical and dental coverage to eligible dependents who travel with the Player to his NHL city for training camp. Eligible dependents will be the same as eligible dependents as defined under the NHL Players’ Health and Benefits Plan. ● Policy will provide coverage for non-hockey related medical and dental illness or injury requiring emergency or urgent treatment that arises while attending an NHL team’s training camp or summer conditioning camp. NHL teams are responsible for any medical or dental treatment costs for Players who suffer injuries in training camp or summer conditioning camp. <p>NHL Clubs will pay for associated costs off-share. If separate policy, to be placed by League’s broker and it will be billed directly to the League.</p>
14.	Align Eligibility to Ensure No Gaps for Covered Players Between NHL and Minor League Plans	Effective October, 1, 2021, CBA §23.9 amended to provide coverage under the NHL Players’ Health and Benefits Fund for any Player who was signed to an NHL SPC in the prior season, was covered under minor league health coverage during the offseason, and who starts the regular season on an NHL roster is effective on the first day of the regular season or October 1, if earlier.
15.	Insurance Eligibility for Injured Non-Roster, Non-Roster Players and Suspended Players	<p>CBA §23.5 amended to provide:</p> <ul style="list-style-type: none"> ● Effective the first day of the 2020/21 Regular Season, all Injured Non-Roster Players and their eligible dependents will continue to be covered under NHL health benefits. ● Effective immediately, suspended Players and their dependents (except where a Player is suspended for failure to report for reasons other than disability) will continue to be eligible for NHL health benefits. <p>Eligibility continues for as long as Player remains under contract and employed by NHL Club and should be terminated only in the event of an expulsion/contract termination or contract expiration. A contract termination/expiration during the offseason shall not impact the Player’s offseason coverage if he had otherwise qualified based on his days on roster or roster status as of the last day of the Regular Season.</p>

16.	Review Insured Roster Definition in CBA to Reflect Eligibility Rules in SPD	<p>Effective immediately, the Article 1 definition of Insured Roster will be amended as follows:</p> <p>"Insured Roster" means the Players under SPC to a Club who are eligible for insurance coverage under the eligibility rules specified in the NHL Players Health & Benefits Fund's Summary Plan Description.</p>
17.	Change to Specialist Fee Guide for Dental Claims in Canada; Increase Routine Dental Exams from One to Two per Plan Year; Update CBA Language to Reflect Current Plan Rules and Recent Plan Changes	<p>Effective immediately, CBA §23.7(a) amended to reflect the Plan benefits as described in the current Plan description, including all Summaries of Material Modifications ("SMM") and to add the following benefits:</p> <ul style="list-style-type: none"> • Dental Claims in Canada to be covered up to the current Specialist Fee Guide (previously covered up to General Practitioners Fee Guide). • Increase the number of permissible Dental Exams from one to two routine exams per plan year. <p>CBA § 23.7(b) amended to reflect that coverage provided to Canadian residents includes coverage for eligible products and services that are provided in private clinics in Canada.</p>
18.	Funding and Process for Payment of SABH Treatment Costs	<p>Effective immediately, SABH program amended as follows:</p> <ul style="list-style-type: none"> • Separate the SABH program into a separately funded sub-trust of the Health Fund. Parties to work with Fund Counsel and the Health Fund Office to implement as soon as practicable. • Implement "Trusted Administrator" to confidentially receive identifiable claims information and confirm category of beneficiary (e.g. Player, retiree, spouse, or other family member) and details of services performed and before de-identifying and forwarding claim for processing. Parties to work with Fund Counsel and Fund Office to implement as soon as practicable. • NHL to assume responsibility off-share for the treatment costs incurred by the program on behalf of Retired Players who are eligible under the SABH program. NHL to be direct billed by Fund Office for these costs. • Treatment costs incurred by the program on behalf of Active Players remain on-share.
19.	Clarify SPC Guarantee Covers Player Participation in League or Joint Corporate Sponsorship	<p>Effective immediately, CBA §23.4 replaced in its entirety with the below:</p> <p>A Player under an SPC who is disabled and unable to perform his duties as a hockey Player by reason of an</p>

	Events, Promotional and Charity Events	injury sustained during the course of his employment as a hockey Player, including travel with his team or on business requested by his Club or by the NHL, shall be entitled to receive his remaining Paragraph 1 Salary and Signing Bonuses due in accordance with the terms of his SPC for the remaining stated term of his SPC as long as the said disability and inability to perform continue but in no event beyond the expiration date of the fixed term of his SPC. For clarity, the above entitlement to receive Paragraph 1 Salary and Signing Bonuses upon onset of disability shall apply in the event such disability is by reason of an injury sustained during the course of his participation in (including travel to or from) any NHL-related or Club-related promotional, sponsorship, business or charitable activity.
20.	DB Plan: Extend Retirement Plan, Including Cost of Living Indexing, with Updated Funding Terms Based on Plan Actuary's Current Estimates	<ul style="list-style-type: none"> • Extend the retirement plan through the term of the extended agreement, including cost of living indexing of 415 limits (Section 415 of the Internal Revenue Code) for all participants through 2025/26. • Increase the annual funding of the retirement plan to the following: <ul style="list-style-type: none"> 2020/21 season \$39.407 Million 2021/22 season \$40.678 Million 2022/23 through 2025/26 seasons \$43.6 Million • Continue annual funding of Shortfall amount as calculated by the Plan actuary. • Amend Article 21.11(a)(i) to reflect updated contribution amounts and to incorporate shortfall funding obligation. • All additional required funding for the DB Plan will continue to be on-share in the same manner as the current agreement.
21.	DB Plan: Change Timing of Club Contributions from Single Year End Contribution to Monthly Contributions During the Season	CBA § 21.11(a) amended to require Annual Funding Obligation to be contributed monthly by the 15th of each month between and including September and March in an amount equal to 1/8th of the estimated Annual Funding Obligation for the Plan Year, with an additional contribution by April 30 to contribute any remaining portion of the actual Annual Funding Obligation for the Plan Year.
22.	DB Plan: Update Reconciliation and Termination Funding Requirements	The parties will update, in conjunction with Plan counsel, the Reconciliation Funding language in Article 21.11 (b) and Funding of True-Up Amounts language in Article 21.11 (c) to reflect the extended term of the agreement. Article 21.11(c)(i) will be updated to reflect the agreement in the section below regarding

		the funding of the Pension Reserve Fund. The parties will update, in conjunction with Plan counsel, any side letter agreements pertaining to the Plan.
23.	DB Plan: Funding and Distribution of Pension Reserve Fund	On or before September 1, 2020, transfer \$47.0 Million from the Pension Reserve Fund to pre-fund the past service costs attributable to all retirement plan improvements made for benefits accrued as of April 30, 2020. The remainder of the past service cost (service accrued after April 30, 2020 but prior to April 30, 2022) to be amortized over 25 years starting in 2022. This amortization charge is included in the annual funding amounts outlined above. The remaining balance in the Pension Reserve Fund will remain invested and will not be distributed at the expiration of the current CBA or earlier. Annual contributions in the amount of \$5.0 Million will be made to the Pension Reserve Fund for the 2019/20 season and annually through the 2025/26 season (total additional new contributions of \$35.0 Million over 7 years).
24.	DB Plan: Credit Games Missed Due to Suspensions and Clarify that Credited Service under the Retirement Plan Includes Games Missed During Which a Player Is on the Injured Non-Roster List, the Non-Roster Player List, or Is Missed Due to a Waiver Claim or Trade	<p>Effective immediately, CBA §21.14 amended to:</p> <ul style="list-style-type: none"> Specify that games missed due to suspensions will be treated as credited service under the Retirement Plan. Game credits to be adjusted retroactively to 2013 for Games missed as the result of on-ice suspensions, SABH suspensions while the Player is receiving treatment and other off-ice suspensions (except where a Player is suspended for failure to report for reasons other than disability, or games while a Player is suspended and prohibited from using Club facilities or participating in Club activities, or where the SPC has been terminated). Clarify that <i>all</i> games missed (a) due to an approved leave of absence which results in the Player being designated as a Non-Roster Player (e.g. birth of a child, death of a family member or close friend, other family emergency) or an Injured Non-Roster Player, or (b) due to a Trade or Waiver Claim while the Player is temporarily assigned to the minors on a non-game day(s) (missed game(s) due to imbalance in schedule between prior Club and new Club), shall be treated as Credited Service under the Retirement Plan. Game credits to be adjusted retroactively to 2013. For clarity, CBA §21.14 shall be amended to add the bolded text at the end of the 3rd sentence in this section: “A Player who is Traded or claimed on Waivers during the Regular Season will be

		<p>credited with any games missed due to a Trade or Waiver claim which takes place either while the Player is on Roster as of the date of Trade or Waiver Claim, or was temporarily assigned off Roster on a non-game day(s) immediately prior to the Trade or Waiver Claim.</p> <ul style="list-style-type: none"> ○ Example: <i>a Player is assigned on Jan. 7 by Club A and traded to Club B on Jan. 9 (with Jan. 7 & 8 being non-game days for Club A), the Player would be eligible for a trade credit adjustment, if Club B (acquiring Club) has fewer games remaining in the season than Club A on the date of the trade (Jan. 9): Club A has 41 games remaining on Jan. 9 and Club B has 39 games remaining on Jan. 9, the Player would receive a trade credit adjustment of 2 games because he would not have an opportunity to receive credit for the full 82 games due to the trade.</i>
25.	DB Plan: Add a Preretirement Death Benefit for Unmarried Participants with Minor Children as of the Player's Date of Death	<p>CBA Article 21 amended to provide for a preretirement death benefit payable to minor children of Players who are unmarried as their date of death:</p> <ul style="list-style-type: none"> • Monthly benefit shall equal the unreduced value of Player's accrued benefit as a monthly benefit at age 62. • Monthly benefit shall continue until the youngest dependent child attains age 19. • In the event that there is more than one minor dependent child as of the Player's date of death, the total monthly benefit shall be allocated proportionally among the accounts established for the support and use of each dependent child until that child attains age 19, at which date, the monthly benefit shall be reallocated among the remaining accounts of dependent children who have not attained age 19.
26.	DB Plan: Modify the Preretirement Death Benefit to Permit Widows to Commence Actuarially Reduced Benefits as Early as the Participant's Date of Death	<p>CBA Article 21 amended to provide for the option to commence an actuarially reduced preretirement death benefit payable to widows of Players as early as the Player's date of death.</p>

27.	DB Plan: Modify the Disability Pension Benefit to Provide for New Minimum Benefit Payable to Age 62 and to Eliminate Service Requirements	CBA § 21.18 amended to add new minimum disability benefit payable until a Player attains age 62 and to eliminate service requirement: <ul style="list-style-type: none"> • New minimum benefit shall equal \$6,000 per month payable to any Player or Former Player who becomes disabled before he commences his retirement benefit • Disability definition synonymous with Social Security definition (but Social Security Award not required)
28.	401(k): Modify the U.S. Savings Plan to Permit the Deferral of All Compensation and to Eliminate Eligibility Requirements	CBA § 21.20 amended to permit the following with an effective date to be determined in consultation with Plan counsel: <ul style="list-style-type: none"> • the deferral of compensation paid to a Player in any form during the Plan Year. Signing bonuses, playoff bonuses, performance bonuses, and buy-out payments shall be eligible for deferral. • the deferral of compensation during any time during the Plan Year prior to the Player’s termination of service with a Club. Any Player employed by a Club may make deferrals to the U.S. Savings Plan without regard to the roster status of the Player.
29.	401(k): Modify the U.S. Savings Plan to Add Roth Accounts	CBA §21.20 amended to add Roth contribution accounts to the U.S. Savings Plan with an effective date to be determined in consultation with Plan counsel.
30.	401(k): Agree to Consider Amendments of the U.S. Savings Plan to Incorporate New Benefit Forms Permitted by Laws Enacted During the Term of the CBA	If new benefit options are permitted by laws enacted during the term of the CBA, the parties shall consider amendments to the U.S. Savings Plan to incorporate such options.
31.	Senior Player Gifting	Parties agree to increase annual funding by \$1 million (\$500,000 provided by NHL and \$500,000 by NHLPA) starting in February 2021.
#	Medical-Legal Issues	Description
32.	FTP Second Opinions Upon Buy Out	CBA Ex. 1 (SPC) amended per Attachment B .
33.	Confirmation of FTP Exam When Not Conducted by Doctor	CBA Ex. 1 (SPC) amended to add a new subparagraph 5(q) as follows:

		A Player who has received a fitness to play determination that was not the result of a physical examination conducted by the Club physician may request a subsequent evaluation by the Club physician to determine his fitness to play status as of the date of the subsequent evaluation. The Player shall request and then submit himself for the subsequent evaluation as soon as reasonably possible. The Club physician shall determine whether or not the Player is fit to play.
34.	Second Medical Opinion List – Selection and Removal	CBA §34.4(a) amended per Attachment C . Formation of the Panel of Experts per Attachment E .
35.	Disputes Regarding Violations of Standards of Care and Professional Responsibilities by Club Doctors	<u>See Attachment D.</u> Formation of the Panel of Experts per Attachment E .
36.	Periodic Information Notice of 2nd Opinion Availability for Diagnosis & Treatment for Certain Injury Types to Players	The poster and information sheet provided at Attachment F will be provided in all NHL training rooms (home and visiting).
37.	Second Opinions (Course of Treatment) by Player’s Own Doctor	CBA § 34.4 amended to add the following subsection: (g) A Player is entitled to obtain a second medical opinion from a physician(s) of his choice who is not on the Second Medical Opinion List and has not received advance approval from the Club as set out in Subsection 34.4(c) (the “Player’s physician”). The costs of such opinion shall be borne by the Player. Upon the Player’s request, the Club shall provide the Player with all relevant medical information from the Player’s records to provide to the Player’s physician. The Player shall provide all such relevant records to the Player’s physician. The Club Physician shall determine the diagnosis or course of treatment (including the timing thereof) after considering any report or other records received from the Player’s physician and after giving due consideration to their recommendations.
38.	Club Medical Services Agreements	CBA amended to insert new Subsection 34.2(c) that prohibits Clubs from entering into commercial and/or sponsorship agreements that remove or restrict their discretion to (i) select and maintain professional personnel for their medical staff, or

		(ii) refer Players for examination or treatment to third party service providers.
39.	Administrative and Logistical Support for Club Medical Staff	Parties agree to form a joint task group to advise the Medical Standards Subcommittee on appropriate minimum standards for Club medical resources and staffing to be made available on Club road trips.
40.	Rehabilitation of Injury in Off Season	CBA §34.6 (a), (b), and (c) replaced with the following: A Player may rehabilitate his injury during the off-season in the city of his home or other location unless the Club establishes any of the following: that the rehabilitation facility, the ATs proposed to administer such rehabilitation, and/or the course of treatment proposed, are not suitable for the rehabilitation of the injury. The Club will be responsible for the reasonable costs incurred in connection with such rehabilitation. Disputes arising out of this provision may be referred to expedited arbitration pursuant to Subsection 17.17 in which case the Club will bear the burden of establishing that the rehabilitation facility, the ATs proposed to administer such rehabilitation, and/or the course of treatment proposed, are not suitable for the rehabilitation of the injury.
41.	Entitlement to Post-Career Medical Care for All Hockey Related Injuries (Clarification)	CBA §23.10 amended per Attachment G .
42.	Post-Career Medical Treatment - Incidental Expenses	CBA amended to provide coverage of incidental expenses associated with post-career medical treatment for hockey related injuries, subject to the Club's knowledge and prior consent. <u>See Attachment G</u>
43.	Post-Retirement Medical Exam	<u>See Attachment H</u> .
44.	Workers Compensation in Canada	The NHL and Clubs will cease any opposition to and in the future refrain from opposing legislative and/or regulatory efforts to extend Workers Compensation benefits in Canadian provinces to professional athletes.
45.	Club Offset of Employment Compensation Against Players' Workers' Comp Benefits	CBA §31.5 amended by inserting new subparagraph (c): (c) No offset. Notwithstanding any statute, regulation or other state, provincial or federal laws to the contrary, neither the Club, nor any entity or agent acting on its

		<p>behalf, shall seek or receive any reimbursement, credit or offset against a workers' compensation award or settlement based on any compensation paid by Club to a Player while under an SPC. "Compensation paid by Club to a Player" includes, but is not limited to, per diem, salary, bonuses, permanent disability (and/or impairment), medical treatment, temporary total disability benefits and temporary partial disability benefits.</p>
46.	PESP: Neutral Independent Administrator	<p>Parties agree to appoint a neutral independent administrator to provide administrative direction and support to the PESP Committee, including in the administration of results management and disciplinary process.</p>
47.	PESP: Threshold Limits	<p>CBA §47.8 amended to provide that the presence of the following substances shall be considered a positive test result only if the confirmation test level exceeds the below:</p> <ul style="list-style-type: none"> • Zeranol: 0.9 ng/mL • Zilpaterol: 0.9 ng/mL • Clenbuterol 0.9 ng/mL <p>However, results at (or below) the above levels will be reported to the Program Committee. In the event that a Player tests at or below the above confirmation test levels, the Player shall be subject to Reasonable Cause Testing pursuant to Section 47.6(c)(i), but not Sections 47.6(c)(ii) or (iii) for a period of no more than 6 months. A test result pursuant to such Reasonable Cause Testing shall be considered a positive only if the confirmation test level exceeds the levels set out above.</p> <p>CBA § 47.3 amended to provide that the Parties, with the assistance of the Independent Administrator, shall confer on an annual basis to consider whether additional substances should be added to the list of substances subject to confirmation test levels. A decision to include an additional substance on the list, as well as the confirmation levels applicable thereto, shall be made jointly by the Parties, taking into account evidence confirming the presence of the substance in the food chain and/or the environment and such other evidence and considerations relevant and appropriate to the determination.</p>
48.	PESP: "A" Sample Test Results	<p>CBA amended to provide that "A Sample" test results, including supporting testing and collection documents, will be provided to all relevant parties immediately upon notification (by the Lab) of a potential Adverse Analytical Finding.</p>

49.	PESP: Delay in Provision of Test Results	CBA §47.8 amended to provide that an Adverse Analytical Finding issued to a Player more than 14 business days after the Player has been tested cannot form the basis of a positive test result.																		
50.	SABH	In addition to the agreement referenced in item #18 above, the Parties agree to continue to negotiate in good faith for a revised SABH program document.																		
#	Player Contracting Issues	Description																		
51.	Entry Level Compensation Limits	<p>CBA §9.3(a) amended to provide the following compensation limits:</p> <table border="1"> <thead> <tr> <th>Draft Year</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$925,000</td> </tr> <tr> <td>2020</td> <td>\$925,000</td> </tr> <tr> <td>2021</td> <td>\$925,000</td> </tr> <tr> <td>2022</td> <td>\$950,000</td> </tr> <tr> <td>2023</td> <td>\$950,000</td> </tr> <tr> <td>2024</td> <td>\$975,000</td> </tr> <tr> <td>2025</td> <td>\$975,000</td> </tr> <tr> <td>2026</td> <td>\$1,000,000</td> </tr> </tbody> </table>	Draft Year	Maximum	2019	\$925,000	2020	\$925,000	2021	\$925,000	2022	\$950,000	2023	\$950,000	2024	\$975,000	2025	\$975,000	2026	\$1,000,000
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2026	\$1,000,000																			
52.	Minor League Compensation (ELS)	<p>CBA §9.4 amended to provide the following compensation limits:</p> <table border="1"> <thead> <tr> <th>Draft Year</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$70,000</td> </tr> <tr> <td>2020</td> <td>\$80,000</td> </tr> <tr> <td>2021</td> <td>\$80,000</td> </tr> <tr> <td>2022</td> <td>\$82,500</td> </tr> <tr> <td>2023</td> <td>\$82,500</td> </tr> <tr> <td>2024</td> <td>\$85,000</td> </tr> <tr> <td>2025</td> <td>\$85,000</td> </tr> <tr> <td>2026</td> <td>\$87,500</td> </tr> </tbody> </table>	Draft Year	Maximum	2019	\$70,000	2020	\$80,000	2021	\$80,000	2022	\$82,500	2023	\$82,500	2024	\$85,000	2025	\$85,000	2026	\$87,500
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53.	Exhibit 5 League-Paid Individual "B" NHL Awards/Trophies Bonuses for ELS Players	<p>CBA Exhibit 5 amended as follows:</p> <ul style="list-style-type: none"> • The Art Ross Trophy shall be added to Section 2(a)(i) along with the Hart, Norris, Vezina, Selke and Richard starting with the 2020/21 League Year. • The Bill Masterton, Mark Messier and King Clancy Awards shall be added to Section 2(a)(iii) along with the Jennings starting with the 2020/21 League Year. • Individual "B" Bonuses that are payable by the League (as set out in Exhibit 5 and amended herein) shall not be 																		

		<p>counted against League-wide Player Compensation or the Players' Share.</p> <ul style="list-style-type: none"> All League-paid Individual "B" Bonus amounts in Section 2 shall be increased by 50% starting with 2022/23 League Year. For example, starting in 2022/23, the amount payable for the Conn Smythe shall be \$375,000, 1st Team All-Star shall be \$150,000, etc. 																
54.	Exhibit 5 Club-Paid Individual "A" and "B" Performance Bonuses	<p>CBA Exhibit 5 amended as follows:</p> <ul style="list-style-type: none"> The Art Ross Trophy shall be added to Section 2(a)(i) along with the Hart, Norris, Vezina, Selke and Richard starting with the 2020/21 League Year. Starting with Entry Level Contracts signed after the 2022 NHL Draft, Exhibit 5 Club-Paid Individual "A" and "B" Performance Bonuses shall be increased as follows: <ul style="list-style-type: none"> "A" Bonuses: Aggregate maximum amount receivable per season increases from \$850,000 to \$1,000,000. Aggregate maximum amount receivable for any single category of bonuses increases from \$212,500 to \$250,000. "B" Bonuses (Club-paid): Aggregate maximum amount per season and per bonus increases from \$2,000,000 to \$2,500,000. 																
55.	NHL Minimum Salary	<p>CBA §11.12(a) amended to provide:</p> <table border="1"> <thead> <tr> <th>Season</th> <th>Minimum Salary</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td>\$700,000</td> </tr> <tr> <td>2020-21</td> <td>\$700,000</td> </tr> <tr> <td>2021-22</td> <td>\$750,000</td> </tr> <tr> <td>2022-23</td> <td>\$750,000</td> </tr> <tr> <td>2023-24</td> <td>\$775,000</td> </tr> <tr> <td>2024-25</td> <td>\$775,000</td> </tr> <tr> <td>2025-26</td> <td>\$775,000</td> </tr> </tbody> </table>	Season	Minimum Salary	2019-20	\$700,000	2020-21	\$700,000	2021-22	\$750,000	2022-23	\$750,000	2023-24	\$775,000	2024-25	\$775,000	2025-26	\$775,000
Season	Minimum Salary																	
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56.	§13.23 Waivers	<p>CBA §13.23 amended such that it shall continue to apply to another Club's RFA but it shall not apply to UFAs who play for a club outside North America after the start of the NHL Regular Season through and including December 15.</p>																
57.	Training Camp – Professional Tryouts	<p>Revised PTO and ATO agreements as attached.</p> <p><u>See Attachment I</u></p>																

58.	NMCs/NTCs	CBA §11.8 amended to provide that No-Trade and No-Move clauses shall always travel with the Player in the event of an Assignment (by Trade or Waivers) of the SPC.
59.	Salary Arbitration	<ul style="list-style-type: none"> • Salary Arbitration briefs shall be limited to: 1) 42 pages (exclusive of indices, glossaries, tables of contents, and exhibits), and 2) size 12-point Times New Roman font, double-spaced, one-inch margins (except charts, tables, headings, footnotes, citations). • A Salary Arbitration matter may not be settled after the hearing has commenced.
60.	UFA Interview Period	The UFA Interview Period (CBA Exhibit 15) shall be eliminated.
61.	Tagging	<p>Clubs must have an Averaged Club Salary that is compliant with the Upper Limit at all times as follows:</p> <ul style="list-style-type: none"> • “Off-Season Cap Accounting” (as currently applied per Article 50.5(d)(i)(A)) for the period of July 1 through and including the last day of Training Camp. • “In-Season Cap Accounting” (as currently applied per Article 50.5(d)(i)(B)) for the period of the first day of the NHL Regular Season through and including June 30. • “Projected Off-Season Cap Accounting” (as currently applied per Article 50.5(d)(i)(A)) for the period of the first day of the NHL Regular Season through and including June 30, provided, however, that during this period the calculations under Article 50.5(d)(i)(A) will be based on the Averaged Amounts relevant for the following League Year and may not exceed the Club’s current Upper Limit plus ten (10) percent. Any such Averaged Amounts that are attributable at a rate reflective of a Player’s time on NHL roster (e.g. Two-Way SPCs and Two-Way Qualifying Offers) will be based on the Player’s currently projected time on NHL roster for the current League Year as reflected within the In-Season Cap Accounting. • Effective with the 2020/21 League Year, this “Projected Off-Season Cap Accounting” rule shall replace the “Tagging Rule” in the current CBA.
62.	Performance Bonus Cushion	CBA §50.5(h) clarified to provide that the Performance Bonus Cushion remains in the final year of the CBA.
63.	Cap Advantage Recapture	<p>CBA §50.5(d)(ii)(B)(1)(iv) amended to provide as follows:</p> <p>The Cap Advantage Recapture shall be charged against the Club’s Averaged Club Salary either: (i) in equal proportions in</p>

		each League Year over the remaining term of the SPC (i.e., the yearly charge shall be calculated by dividing the Cap Advantage Recapture by the number of seasons remaining under that SPC); or (ii) in an amount equal to the contract's Averaged Amount (and such lesser amount in the final year) in as many League Years as are required to account fully for the Cap Advantage Recapture amount (i.e., the yearly charge shall be the Averaged Amount of the contract until such time as the remaining portion of the Cap Advantage Recapture is less than the Averaged Amount, in which case the last yearly charge shall be the remaining portion of the Cap Advantage Recapture). The latter formula specified in (ii) above shall only be utilized in cases where the equal proportion calculation specified in (i) above exceeds the Averaged Amount.
64.	35+ Year Old Rule for Cap Counting	CBA §50.5(d)(i)(B)(5) shall have no application to a multi-year SPC that has: (1) total compensation (Player Salary and Bonuses) that is either the same as or increases from one League Year to the immediately subsequent League Year, and (2) a Signing Bonus, if any, that is payable in the first year of the SPC only.
65.	Trade Conditions Making it More Onerous for an Acquiring Club to Re-Sign a Player	Clubs shall not be permitted to include as a condition in the Trade of a Player ("Traded Player") from one Club ("Trading Club") to another Club ("Acquiring Club"), a modification to the compensation exchanged between the Trading Club and the Acquiring Club, either in the event: (i) that a Club signs the Traded Player to an NHL SPC, or (ii) of the subsequent Assignment of the Traded Player by the Acquiring Club. The restriction in (i) shall only be applicable when the Traded Player has a current or future NHL SPC at the time of the Trade.
66.	Traded Player Ability to Sign an 8-Year SPC	CBA §50.8(b)(iv) shall be amended to provide that when a Club acquires a Player who is signed through the subsequent Trade Deadline, it can immediately sign him to an 8-year SPC without waiting until the subsequent Trade Deadline if otherwise permitted to do so under Section 50.5(f).
67.	Variability	CBA §50.7(a) amended to provide as follows: For all "Front-Loaded SPCs" (as defined below), the difference between the stated Player Salary and Bonuses in any immediately adjacent League Years of that SPC cannot exceed twenty-five (25) percent of the stated Player Salary and Bonuses of the first League Year of such Front-Loaded SPC. Additionally, under no circumstances may the stated Player Salary and Bonuses in any League Year of a Front-Loaded SPC be less than

		sixty (60) percent of the highest stated Player Salary and Bonuses in a League Year of that same Front-Loaded SPC.
68.	Qualifying Offers	<p>For SPCs signed after the date of this agreement, if the minimum Paragraph 1 NHL Salary portion of a Player’s Qualifying Offer would otherwise be greater than 120% of the Averaged Amount of the SPC, the minimum Paragraph 1 NHL Salary portion of the Qualifying Offer will instead be 120% of the Averaged Amount.</p> <p>For example, if a Player has a 3 year SPC with Paragraph 1 NHL Salaries of \$3.0 million in Year 1, \$6.0 million in Year 2, and \$9.0 million in Year 3, the minimum Paragraph 1 NHL Salary portion of the Qualifying Offer will be \$7.2 million. If, however, such Player’s 3 year SPC had Paragraph 1 NHL Salaries of \$5.0 million in Year 1, \$6.0 million in Year 2, and \$7.0 million in Year 3, the minimum Paragraph 1 NHL Salary portion of the Qualifying Offer will be \$7.0 million.</p>
#	Working Conditions Issues	Description
69.	Days off	<p>CBA §16.5(a) replaced in its entirety with following:</p> <p>Clubs shall provide each Player with a monthly travel/practice schedule prior to each month of the Regular Season indicating the days that have been designated as days off for each Player. Clubs shall schedule no less than four (4) days off for Players per month (up to two of which may be scheduled on the road) during each full calendar month of the NHL Regular Season, and for any other calendar month of the NHL Regular Season, no less than one (1) off day for every seven (7) days of the NHL regular season during the month of October and one (1) off day for every ten (10) days of the NHL regular season during the month of April. A day off shall be a day off for all purposes, except that if a Club travels following the conclusion of a game, the next day may be considered a day off if the Club is scheduled to arrive at its destination city by no later than 2:00 a.m. local time. If a Club travels on the day following a game (i.e., stays at a hotel overnight and departs the following morning), such day may not be considered a day off. The parties recognize that events may unfold such that the monthly schedule may need to be altered or modified to adjust for unforeseen and compelling circumstances. The Clubs shall use their best efforts to notify and consult with the Club’s NHLPA Player</p>

		<p>Representative (or other NHLPA Player Designee), either in advance of, or as soon as practicable following, the decision to make such alterations or modifications. League scheduled off-days or breaks (e.g., All-Star break, Holidays, Olympics) shall count as a day off for purposes of this subsection (a).</p>
70.	Integrate Bye Week into CBA	CBA §16.5 amended to provide new Subsection (e) per Attachment J.
71.	NHL All-Star Game Format	CBA §16.15 amended per Attachment J.
72.	Scheduling More Back-to-Back Road Games in Same City	Parties agree to continue discussing potential to minimize travel burdens on Clubs and Players by scheduling back-to-back road games in the same city where feasible.
73.	Increase Rent/Mortgage Reimbursement Amounts	<p>CBA §14.2(a)(vii) amended to provide for the following maximum reimbursement amounts:</p> <ul style="list-style-type: none"> • 2020/21 \$4,700 • 2021/22 \$5,150 • 2022/23 \$5,300 • 2023/24 \$5,450 • 2024/25 \$5,600 • 2025/26 \$5,750
74.	Reimbursement of Incidental Costs Resulting from Player Relocations	CBA §14.3 amended to add the following incidentals to the “moving expenses” provision: cancelled lease costs and penalties; utility connection/disconnection fees; vehicle importation duties and fees; and filing costs of revising legal documents to reflect new addresses and replacing drivers’ licenses and vehicle permits. Reimbursement limited to documented, out of pocket costs for the Player only -- not for estimated or projected costs.
75.	Residence Entitlement	<p>CBA §14.2(c) amended to add the following illustration:</p> <p><u>Illustration 13.</u> A Player is Loaned to a minor league club by NHL Club A. At the time of the Loan, the Transferred Player was entitled to, and had obtained a residence in or around the area of City A (the "City A Residence") for which he is subject to rent or mortgage obligations. The Player does not obtain a residence in the minor league city to which he was Loaned by Club A. The Player is then Traded to, or claimed on Waivers by Club B. The Player does not obtain a residence in City B. Club B then Loans the Player to the Minors. The Player is entitled to, and does obtain a residence in the minor league city to which</p>

		<p>he was Loaned by Club B within 12 months of the date of the Transfer from Club A to Club B; or the Player is on a two-way SPC at the time of the subsequent Loan to the Minors by Club B. The Transferred Player still has ongoing rent or mortgage obligations on the City A residence. The Player is entitled to rent or mortgage reimbursement on the City A Residence from Club B, in accordance with this Article 14.</p>
76.	Rental Car Entitlement	<p>CBA §14.5(b) amended by deleting “Player whose SPC is Traded during the NHL Season” and replacing with “Transferred Player.” Replace all subsequent references to “Trade” in that subsection with “Transfer.”</p>
77.	Clubs to Provide Monthly Reports of Loaned/Recalled Players and the Hotel, Per Diem, and Rental Car Benefits Provided	<p>Clubs will provide monthly reports of loaned/recalled Players and the hotel, per diem, and rental car benefits provided them using the form at Attachment K.</p>
78.	House-Hunting Airfare	<p>Replace CBA §14.7 in its entirety with the following:</p> <p>14.7 Airfare.</p> <p>(a) Provided that he is not in the Entry Level System, the Club shall offer to a Player for whom it has Traded or who it has claimed on Waivers, and his Spouse (or Living Companion), one occasion of round-trip business class air travel for the specific purpose of searching for suitable housing in the new city and one-way business class air travel for the purpose of actually relocating from the prior city to the new city. Such house-hunting and relocation airfare shall also be offered to the following persons, provided that the entitlement is limited to economy class air travel: (i) a Player in the Entry Level System who is Traded or claimed on Waivers and his spouse (or Living Companion), (ii) a Player who is Loaned (regardless of whether he is in the Entry Level System) and his spouse (or Living Companion), and (iii) a Transferred Player or his Spouse (or Living Companion)’s child(ren).</p> <p>(b) In the event a Transferred Player does not intend to relocate his family to the new city, his spouse (or Living Companion) and child(ren) shall be entitled to one occasion of</p>

		<p>round-trip economy class air travel between the prior city and the new city.</p> <p>(c) The Club shall also reimburse any reasonable baggage fees incurred in connection with any such travel described in (a) or (b) above.</p>
79.	Business Class Airfare for Non-ELS Player Where Available, Regardless of Length of Flight	<p>Replace CBA §15.1(a)(i) in its entirety with the following:</p> <p>(i) Players signed to an SPC who are not in the Entry Level System shall be entitled to business class air travel from a Player's summer residence to Training Camp, and in returning to said summer residence at the end of the season provided that travel to Training Camp is booked at least 14 days prior to reporting to Training Camp where it is reasonably practicable to do so.</p>
80.	Business Class Spousal Travel Where Player Is Entitled	<p>Replace CBA §15.1(b)(i) in its entirety with the following:</p> <p>(i) If the Player's spouse (or Living Companion) flies, they shall be entitled to the same class of air travel as the Player, provided that they are travelling with the Player. Children (and/or the Player's spouse or Living Companion when travelling separately from the Player) shall be entitled to economy class air travel.</p>
81.	Travel for Up to 4 Additional Immediate Family Members to NHL Awards and Other NHL Special Events	<p>Insert new CBA §16.16 as follows:</p> <p>16.16 NHL Awards</p> <p>The Club must provide Business Class air travel to and from the NHL Awards host city to any Player nominated for an award or who is otherwise requested by the League to participate in an NHL Awards related event. Players shall also have the option to invite their Spouse (or Living Companion) to the NHL Awards, as well as up to four (4) immediate family members (e.g., the Player's parents, grandparents, siblings, and/or children), with airfare to be paid at the Club's expense (Business Class travel for Spouse (or Living Companion) and Economy Class travel for immediate family members).</p>
82.	Business Class Travel for All Players Returning to Club City via Commercial Air Travel Due to Injury	<p>Insert new subsection in CBA Article 34 as follows:</p> <p>34.14 Injured Player Travel</p> <p>In the event that a Player is required to return to his Club city by commercial air travel following an injury sustained while</p>

		travelling with his Club he shall be entitled to business class air travel.										
83.	Enforcing Prohibitions on Compulsory Off-Season Training	CBA §15.11 replaced in its entirety per Attachment L .										
84.	Fitness Testing	The parties agree to create a working group to evaluate Fitness Testing practices and to agree upon fitness testing protocols with best efforts for League-wide implementation by no later than the beginning of training camp for the 2020/21 season. The parties agree to implement appropriate penalties for violations of the fitness testing protocols including fines and other penalties as determined to be appropriate by the Commissioner or his designee, in consultation with the Executive Director of the NHLPA.										
85.	Game-Worn Jerseys	Clubs will make two game-worn jerseys available to each Player on a complimentary basis, provided that they are for Player's personal or charitable use and not for commercial use.										
86.	Game-Used Equipment	The NHLPA agrees that it will grant its consent to any Club proposed modification to the Standard Club Rules (CBA Exhibit 14), that places reasonable restrictions on a Player's use of game-used equipment that has been provided by the Club, including any prohibition on its commercial sale or other use. Any such rule may neither require a Player to, nor restrict a Player from using his own equipment in an NHL Game, nor may a Player be restricted in any way from the subsequent use or disposition of his own equipment.										
87.	Payroll Access	The Clubs shall make timely electronic access to Player payroll records available to the NHLPA.										
88.	Playoff Fund	<ul style="list-style-type: none"> • For the 2019/20 season, the Playoff Fund will be increased from \$16 Million to \$32 Million. The parties agree to split the \$16 Million increase (i.e. include \$24 Million in Player Benefits). • For the remaining CBA term: <ul style="list-style-type: none"> ○ CBA §28.1 amended to increase the annual amount of the Playoff Fund as follows: <table style="margin-left: 40px;"> <tr> <td>2020/21</td> <td>\$20 Million</td> </tr> <tr> <td>2021/22</td> <td>\$20 Million</td> </tr> <tr> <td>2022/23</td> <td>\$21 Million</td> </tr> <tr> <td>2023/24</td> <td>\$22 Million</td> </tr> <tr> <td>2024/25</td> <td>\$23 Million</td> </tr> </table> 	2020/21	\$20 Million	2021/22	\$20 Million	2022/23	\$21 Million	2023/24	\$22 Million	2024/25	\$23 Million
2020/21	\$20 Million											
2021/22	\$20 Million											
2022/23	\$21 Million											
2023/24	\$22 Million											
2024/25	\$23 Million											

		<p>2025/26 \$24 Million</p> <ul style="list-style-type: none"> Starting with the 2021/22 season, the Playoff Fund shall be removed from Player Benefits, and will instead be deducted from HRR as a Direct Cost (same treatment as the All Star Game prize pool).
#	Other Issues	Description
89.	Olympics	<p>CBA Article 24 amended to include new subsection 24.10.</p> <p>24.10 Notwithstanding the foregoing, the NHL and the NHLPA commit to participate in the 2022 and 2026 Winter Olympics, subject to negotiation of terms acceptable to each of the NHL, NHLPA, and IIHF (and/or IOC).</p>
90.	Industry Growth Fund	<ul style="list-style-type: none"> The parties will maintain the Industry Growth Fund at its currently contemplated funding levels of \$20 million on a callable basis per year, up to a maximum of \$60 million on a callable basis at any one time until the earlier of: (a) the 2022/23 season (provided League-wide revenues in the 2021/22 season exceeds \$4.6 Billion); or (b) the first season following the season in which League-wide revenues exceed \$4.8 Billion, at which time the contemplated funding levels will be increased to \$30 million on a callable basis per year, up to a maximum of \$90 million on a callable basis at any one time. Such revised funding levels will remain in place for the balance of the extended CBA. The parties agree to dedicate up to \$2.5 Million per year of currently available IGF dollars to help fund programs and initiatives aimed at increasing diversity and inclusion in the game, as well as promoting social justice and racial equality, with any and all such grants subject to the usual IGF Committee review and approval process. The amount so dedicated pursuant to this paragraph will be increased to a minimum of \$5 Million per year upon the increase in funding levels from \$20/\$60 to \$30/\$90 as contemplated in the paragraph above.
91.	Revenue Sharing	<p>The NHL shall have a one-time option, exercisable on or before June 30, 2021, to temporarily modify the application of CBA Section 49.3(b), by disregarding the final clause therein, which otherwise would have the effect of reducing by fifty (50) percent the “full share” Distribution to Recipient Clubs who operate in large DMA markets (as referenced in CBA Sections 49.1(h) and</p>

		49.3(b)). If this option is exercised, the modified application of CBA Section 49.3(b) (granting “full share” Distributions to large DMA Recipient Clubs) would commence in the next full League Year after exercise of the option, and be continued for the balance of the term of the CBA. In addition, the Recipient Clubs who operate in large DMA markets and receive a "full share" Distribution will automatically be subject to CBA Section 49.3(d)(i)(A) and therefore required to submit a forward-looking three-year business plan to the Revenue Sharing Oversight Committee prior to October 1 of the League Year after exercise of the option. Upon completion of the final League Year of the CBA, this temporary modification of the application of Section 49.3(b) shall cease and the application thereof shall revert to the status quo ante.
92.	Game Footage and Still Photos	The parties agree to discuss in good faith the provision of an agreed upon amount of NHL footage containing NHL Players to the NHLPA at no charge for non-commercial, editorial, and internal uses.
93.	Transition Rules	Transition rules per Attachment M . The parties agree to negotiate in good faith regarding the 2020/21 calendar and schedule.
94.	Critical Dates Calendar	Adjusted Critical Dates Calendar for 2020 per Attachment N .
95.	Phase 2 Protocol (previously agreed to)	<u>See Attachment O</u> .
96.	Phase 3 Protocol	<u>See Attachment P</u> .
97.	Phase 4 Protocol	<u>See Attachment Q</u> .
98.	Dispute Settlements	Disputes concerning (i) the Toronto Maple Leafs broadcast rights agreement and (ii) various Clubs interpretation and application of the Pittsburgh non-resident sports facility usage fee have been settled pursuant to agreements between the Parties. <u>See Attachments R and S</u> .

Process for Drafting the Amended CBA

Upon ratification of the terms hereof by each of the parties, the process of incorporating the terms of the MOU into the full text of the CBA shall be strictly limited, as set forth herein. Beginning on a date as agreed between the NHL and NHLPA, and unless otherwise agreed to, the parties shall meet on an ongoing basis for the purpose incorporating the terms of the MOU into the full text of the CBA (“Drafting Period”). The parties will endeavor to work as expeditiously as possible. The Drafting Period

shall be for the sole purpose of attempting to reach agreement on full text CBA language where the language in the MOU is insufficient for that purpose. Conversely, where the language in this MOU is sufficiently detailed to adequately constitute full text CBA language, no alteration of the MOU language shall be required or permitted, except on mutual consent, and such language shall be incorporated as full text into the CBA. Until replaced by agreement on formal CBA language, the provisions of this MOU shall be binding and enforceable to the same extent as if formally incorporated into the CBA.

National Hockey League

National Hockey League Players' Association

By: _____

By: _____

Name:

Name:

Title:

Title:

Dated:

Dated:

ATTACHMENT A

CBA 23.[] *Wellness Services*

- (a) The Club shall be responsible for the reasonable cost of appropriate recovery and regeneration services for Players who are party to an SPC, which are outside the scope of Section 34.7 of the CBA (“Wellness Services”), including where such services come from a third-party provider, subject to the provisions of this Section 23.[].
- (b) Determinations whether the desired services are pursuant to Section 34.7 or 23.[](a) shall be made by the Club’s Medical Director.
- (c) Subject to 23. [] (b), all Wellness Services obtained pursuant to this Section 23.[] shall be provided by licensed and certified professionals in the relevant practice area, whose licensure, if applicable, is maintained in good standing. Wellness Service professionals include physiotherapists, athletic therapists, chiropractors, massage therapists, acupuncturists, and ART/MAT therapists.
- (d) From the commencement of the Club’s Training Camp to the conclusion of the Club’s playing season (“In-Season”), all Wellness Services obtained pursuant to this Section 23.[] shall be from the Club so long as the Club employs or otherwise provides personnel who are reasonably available to provide the desired Wellness Services. If the Club does not employ such personnel In-Season or its personnel are not reasonably available, a Player may seek such Wellness Services from a third-party provider upon prior written approval by the Club Medical Director, such approval not to be unreasonably withheld.
- (e) From the conclusion of the Club’s playing season to the start of Training Camp, a Player may obtain Wellness Services pursuant to this Section 23.[] from a third-party provider upon prior written approval by the Club Medical Director, such approval not to be unreasonably withheld.
- (f) Each Player shall sign an authorization providing for the transmission of records from third-party providers providing Wellness Services to the Player pursuant to this Section 23.[], to Club Medical Personnel.
- (g) Nothing in subsections (a) – (f) above limits or restricts a Player in any way (including, but not limited to, requiring Club approval) from obtaining Wellness Services at his own expense.

ATTACHMENT B

SPC paragraph 5 amended to include a new subparagraph 5 (p) as follows:

(p) Notwithstanding the time limits for the provision of notice and for obtaining a second opinion set out in subparagraph 5 (e), in the event that the Player wishes to seek a second opinion in respect of the Club Physician's determination regarding the Player's fitness or unfitness to play arising out of an end of season exit examination, he shall provide the notice described in that subparagraph by the earlier of 5:00 pm New York time of the twenty-eighth day after receipt of the electronic notice or 5:00 pm New York time on June 15 provided that in no event may the period between the receipt of the electronic notice and the deadline for filing the request be less than seven (7) days. The Player shall provide the Club with the second opinion by no later than 5:00 pm New York time on the third day after the deadline for the provision of notice (or later only upon the showing of good cause). During the period between the Exit Exam and a second opinion request, the Player shall report to the General Manager, Club Physician or training staff any injury or condition, or exacerbation of an existing injury or condition that is potentially disabling.

SPC paragraph 5 amended to include a new subparagraph 5(a)(i) as follows:

(i) The rights and obligations set out in Subparagraph 5 (a) have application both during the playing season and during the off-season, except that during the off-season, the Player shall be obligated to report to his General Manager, Club Physician or training staff when the Player becomes aware of an injury or condition that could preclude his attendance at training camp in good physical condition. Further, during the off-season, the Club may require the Player's attendance at an examination by the Club Physician only if necessary for the assessment or treatment of any such injury or condition or for the determination of the Player's fitness to play in relation to a pending contractual issue (e.g., eligibility for buy out, trade).

ATTACHMENT C

Replace CBA §34.4(a) in its entirety with the following:

(a) A Player may seek a second medical opinion regarding a diagnosis made by a team physician or a course of treatment (including the timing thereof) prescribed by a team physician ("Second Medical Opinion") from a list of medical specialists with outstanding reputations and experience in their area of expertise as may be evidenced by: (i) a strong publication, presentation and/or lecture record in the relevant area of expertise, (ii) a record of superior performance and knowledge in his or her principal area of clinical practice, or (iii) substantial experience in the provision of clinical care to elite athletes, as agreed upon by the Joint H & S Committee ("Second Medical Opinion List"). The medical specialists on the Second Medical Opinion List (the "Second Medical Opinion Physician(s)") shall be listed by specialty and by geographic region.

The Joint H & S Committee shall review and update the Second Medical Opinion List on an annual basis, and shall also have the ability to remove any Second Medical Opinion Physician(s) from the Second Medical Opinion List at any time if there exists a serious basis for so doing, including credible concerns regarding a Second Medical Opinion Physician's integrity, bias, motivation, professionalism, conflict of interest, qualifications, or a repeated inability to promptly provide a verbal and written report to the Player and to the Player's NHL Club.

If the Joint H&S Committee is unable to agree upon the selection to or removal of a Physician from the Second Medical Opinion List, the matter shall be referred to the Panel of Experts ("POE") as described in Subsection 34.9 (g), for review and recommendation. The POE shall issue a written recommendation ("the POE Recommendation") to the Joint H & S Committee, as to whether or not a Physician should be selected to or removed from the Second Medical Opinion List within 60 days of the date of referral. The Joint H & S Committee shall conduct a vote whether to accept or to reject the POE Recommendation within 30 days of its issuance. Unless a majority of the Members of the Joint H & S Committee vote to reject the POE Recommendation, the POE Recommendation shall constitute the final and binding determination of the Joint H & S Committee.

ATTACHMENT D

Replace in its entirety the current CBA Subsection 34.1 (c) with the following:

The NHLPA, acting on a Player's behalf, may submit a Complaint regarding a violation of the standard of care as set out in CBA Subsections 34.1 (a) and (b) to the JHSC for determination. The determination of any such complaint shall be in accordance with the provisions set out in the Procedures Governing Standard of Care Complaints, annexed hereto to as Exhibit XX.

Exhibit XX PROCEDURES GOVERNING STANDARD OF CARE COMPLAINTS

1. The Complaint and Answer

- a. A Complaint may be initiated by the NHLPA on behalf of a Player regarding a violation of the standard of care as set out in CBA Subsections 34.1 (a) and (b) (hereinafter "standard of care") by filing a written Complaint as described herein.
- b. The Complaint must be served within sixty (60) days from the date of the incident or event upon which the Complaint is based, or within sixty (60) days from the date on which the facts of the matter became known or reasonably should have been known to the Player, whichever is later.
- c. The Complaint shall be served upon the person and/or Club that the NHLPA alleges has violated the standard of care and Legal Department of the NHL.
- d. The Complaint will identify the party against whom the Complaint is made, a brief statement setting out the basis upon which the allegation of a violation of the standard of care is being brought, the material facts upon which the Complaint is based, and the remedy that is sought.
- e. The party served with the Complaint will Answer in writing within thirty (30) days of receipt of the Complaint. The Answer will include a response to each of the allegations made in the Complaint.

2. Submission to the Panel of Experts

- a. Upon receipt of the Answer, the parties will refer the matter to the Panel of Experts ("POE") described in CBA Subsection 34.9 (g), and shall promptly provide the POE with the Complaint and the Answer. The Parties, along with the POE, will set a hearing date.
- b. The parties shall exchange Disclosure Statements in the manner described below, which Disclosure Statements shall not be shared with the POE. The party bearing the burden of presenting its case first shall submit to the other party a Disclosure Statement at least forty-five (45) days before the scheduled date of the hearing; the responding party will provide to the other party a responsive statement at least twenty-five (25) days before the scheduled date of the hearing. Disclosure Statements shall contain the following information:

- (a) statement of the issue(s);
 - (b) factual background;
 - (c) theory of the case;
 - (d) witness(es) name(s); and
 - (e) documents the party intends to rely on or submit as exhibits, which documents will be attached to the Disclosure Statement.
- c. Disclosure Statements are to be provided with the purpose and intent of fully apprising the other party of the disclosing party's case to avoid surprise. In the event an issue arises as to the sufficiency of a party's Disclosure Statement, the Disclosure Statements may be provided to the POE in connection with the resolution of that issue, if both parties agree. Disclosure Statements shall not preclude either party from raising additional arguments or additional, later discovered facts in any subsequent pre-hearing Disclosure Statement or POE hearing.
- d. It is intended that witnesses appear at the POE hearing. The parties shall each use their best efforts to require witnesses to appear at the scheduled hearing. If a witness is unavailable, the party offering the witness shall notify the other party as soon as the unavailability of the witness is known. If the parties agree, the witness may testify by video conference or by telephone. If the parties do not agree, a hearing date shall be selected for the purpose of taking the witness' testimony.
- e. The hearing location will be determined by the parties and the POE, together. Notwithstanding the foregoing, the parties agree to hold hearings in the geographic location of the Complainant Player if he is going to testify as a witness at the hearing, if necessary to accommodate his NHL team's playing season schedule.
- f. If at any time prior to the commencement of the hearing or before the issuance of the POE's Opinion, the Chair of the POE considers that the assistance or advice of independent counsel is required on a question of law or procedure that is relevant to the conduct of the hearing, including attendance at the hearing in order to assist in procedural matters, the Chair will be permitted to retain and consult with counsel of his or her choice for that purpose. Any associated legal costs will be shared equally by the parties.
- g. Within thirty (30) days of the conclusion of the hearing, the POE will issue a written opinion ("POE Opinion") as to whether there was a violation of the standard of care set out in CBA Section 34.1. The POE Opinion shall set out the POE's determination as to whether the standard of care has been violated and provide its reasons for such determination. The POE Opinion shall identify any documents or witnesses relied upon in the POE's determination. The POE Opinion shall not include a remedy; rather, it must only set out whether a violation occurred.
- h. The POE Opinion as to whether a violation occurred shall be final, binding, and shall not be subject to arbitral or judicial review.

3. Submission to the Impartial Arbitrator for Remedy

- a. If the POE's Opinion was that the standard of care was violated, the POE Opinion shall be provided to the Impartial Arbitrator, who shall determine the appropriate Remedy for such violation, including the issuance of a make whole Remedy if appropriate. The Impartial Arbitrator shall be provided a copy of the POE Opinion and the POE Record, which shall include any transcripts, documents or exhibits considered by the POE.
- b. If the Impartial Arbitrator considers that the Record is insufficient for the purpose of the issuance of a Remedy, he may request that parties submit such affidavit or other documentary evidence and/or written submissions as he or she considers appropriate. The Impartial Arbitrator shall not hold a hearing.
- c. The Impartial Arbitrator shall issue the Remedy, in writing, and provide it to the parties, within thirty (30) days of receipt of the POE Opinion or, if additional evidence or submissions were received, within thirty days of their receipt. The Impartial Arbitrator's determination of a Remedy shall be based solely on the information contained in the POE opinion, the POE Record and any additional evidence and submissions received from the Parties. The Impartial Arbitrator shall not draft a written opinion with his or her explanation of the Remedy; his or her determination shall be limited to the nature of the Remedy itself.
- d. The Impartial Arbitrator's Remedy shall be final, binding, and not subject to judicial review.

Attachment E

Insert as New CBA Subsection 34.9 (g)

The NHL and the NHLPA shall establish a Panel of Experts (“the POE”) for the purposes of providing recommendations and opinions in matters governed by the provisions of Sections 34.1(c) and 34.4(a), and who may be delegated certain additional responsibilities only where and as mutually agreed upon by the NHL and NHLPA.

Composition of the POE

- i. The POE will be a standing body composed of three physicians with substantial experience in sports medicine, and who shall have successfully completed a fellowship in Sports Medicine or have other sports medicine qualifications as the parties may agree. The NHL and the NHLPA shall each independently select one physician, who together shall be delegated to select the third physician. The third physician shall serve as the chair of the POE. The members of the POE may not be presently employed or retained by the NHL, NHLPA, or any Club, and may not serve as a current member of the JHSC or as a SMOP.

- ii. Physicians appointed by the NHL and the NHLPA and the chair of the POE will serve for a two (2) year term commencing on the date of the appointment of the chair of the POE. The independently appointed physicians may by written notice be removed by the party that appointed them at any time after the date of their appointment provided, however, that they remain authorized to complete any pending matter before them. The Chair can be re-appointed for additional two (2) year terms by the agreement of the NHL and NHLPA. If the NHL and NHLPA fail to re-appoint the chair, the independently appointed physicians shall appoint a new Chair.

ATTACHMENT F



**PLAY
SMART**

Get a Second Opinion!

Scan here for information about second opinions



Contact Dr. John Rizos, NHLPA Medical Consultant, for a confidential consultation:
jrizos@nhlpa.com and at (905) 607-3777

Second Opinion Fact Sheet

Your Right to a Second Opinion

- You have the right to get a second opinion regarding any diagnosis by your Club Doctor or any treatment plan that has been prescribed (e.g., surgery, medication, physiotherapy, etc.). You don't need to justify or explain to your Club why you want a second opinion, and you can obtain a second opinion at any time. You just have to ask.
- The League and the NHLPA have agreed on a list of medical specialists who can perform second medical opinions. If you select one of the doctors on the pre-approved list, the Club is required to pay the cost of the second opinion, including your travel expenses. The Club will also pay for the costs of a second opinion if you and the Club agree, in advance, to a doctor even if they are not on the pre-approved list.
- If you want to get a "confidential" second opinion and not tell the Club about it, you can do so - but your Club will not be responsible to pay for that second opinion.
- Whether or not the Club pays for the second opinion, your Club is required to give it serious consideration, although it is not binding on the Club. If the Club Doctor disagrees with your second opinion doctor, the dispute can be referred to a third, independent, doctor for their opinion. The Club is required to pay for the independent doctor's opinion.

The Right to a Surgeon of your Choice

- If you require surgery, you have the right to have the surgery performed by a surgeon of your choice on the pre-approved list, rather than by a doctor chosen by your Club.
- Your Club is required to pay for the reasonable expenses of the surgery, including your transportation and hotel costs. Surgery by a doctor of your choice who is not on the list will be paid by the Club if it agrees to them in advance.

You are encouraged to seek a second opinion if you have any questions concerning your Club Doctor's diagnosis and any prescribed treatment of your condition, and in all cases where surgery has been prescribed or denied.

It's not a question of trust – it's a question of being smart.

You or your agent should contact Dr. John Rizos, the NHLPA's medical director to arrange for a confidential consultation. Dr. Rizos can be reached at jrizos@nhlpa.com and at (905) 601-3777.

ATTACHMENT G

CBA §23.10 replaced in its entirety with the below:

23.10 At the conclusion of each season, the Club shall conduct an exit physical on each Player on the NHL Roster as of that date. The Club shall provide each Player with a complete copy of his medical records at the time of his annual exit physical (to the extent the Club maintains physical possession of the Player's medical records; otherwise the Club's physician will provide the Player with a complete copy of his medical records upon the Player's direction to do so). The exit physical shall document all injuries that the Player incurred and for which he received treatment in the course of his employment as a hockey Player under his SPC during that League Year that may require future medical or dental treatment either in the near future or post-career. The Club shall remain responsible for the payment of medical and dental costs associated with treatment of such hockey-related injuries at such future date. In the event that the exit physical failed to document an injury that the Player incurred and for which he received treatment in the course of his employment as a hockey Player under his SPC during that League Year, and for which he may require treatment either in the near future or post-career, the Club shall still be obliged to pay the medical and dental costs associated with the treatment of such injury. The Club shall also be responsible for the payment of reasonable incidental expenses associated with treatment of all such hockey-related injuries described in this Section, provided that those incidental expenses are approved in advance by the Club (unless urgent or unforeseeable circumstances prevent such advance approval), and provided further that such approval by the Club is not to be unreasonably withheld.

ATTACHMENT H

Comprehensive Medical Evaluation and Assessment Upon Retirement

The parties agree to implement a Program for Players pursuant to which they will have the right to elect to receive a comprehensive medical evaluation upon retirement. The anticipated features of the Program (the specifics of which are subject to final agreement by the parties) include the following:

Under the Program, Players who retire from the NHL will be entitled to a medical examination and assessment by the Independent Physician (a "Retirement Examination"), who is a primary care sports medicine practitioner with substantial experience in the diagnosis and treatment of sports injuries and related conditions. The Independent Physician performing the Retirement Examination will be one from a panel of Independent Physicians selected by the parties. Players must have played at least 160 Games in the NHL to be entitled to a Retirement Examination, which must be requested within a defined period of time (to be negotiated) following the expiration of their last SPC in the NHL.

The Independent Physician conducting the Retirement Examination will review the Player's medical files and any other medical information provided by the Player, obtain a standard history, and then conduct an examination that will include, at a minimum: (i) internal medicine evaluation; (ii) neurological evaluation; (iii) behavioral/mental health screening; (iv) musculoskeletal evaluation; and (v) cardiovascular evaluation. Upon the conclusion of the Retirement Examination, the Independent Physician will issue a report that: (i) documents the then current health status of the Player; (ii) includes a recommended individualized post-retirement Program for treatment of the Player's health issues; and (iii) includes introductions to such health care practitioners as the Independent Physician considers appropriate.

The costs of the Retirement Examination of Players by the Independent Physician, including any further tests or examinations performed or ordered by the Independent Physician to complete their assessment of the health status of the Player would be borne by the NHL. The costs of any referrals for treatment or medical care will be covered, as appropriate, by the Player's health insurance (retired Player coverage if elected under the NHL Players' Health Fund, or the Players' other personal health insurance), or, where such insurance is not available, and if such referred treatment is a Qualified Treatment as may be agreed to by the parties, by some other funding source to be negotiated by the parties.

ATTACHMENT I

NHL TRAINING CAMP – AMATEUR TRY-OUT AGREEMENT

Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN:

hereinafter called the "Player"

---AND---

hereinafter called the "Club"

In consideration of the agreement by the Club to pay the reasonable round-trip travel expenses from his Address below (or whatever location the Player shall designate by notice in writing to the Club) to the Club's Training Camp (or whatever location the Club shall designate by notice in writing to the Player), as well as accommodations, per diem and meals, the Player agrees to present himself, when called upon to do so, at any location designated by the Club, for the purposes of demonstrating his ability and qualifications as a hockey player.

The Club shall be responsible for the medical and dental costs associated with the treatment of any hockey-related injury that occurred during the term of this agreement while with the Club, which had been reported to the Club and is, or should have been, documented in the Player's medical files. The Club shall also provide an insurance benefit in the amount of \$50,000 for permanent total disability arising out of any such hockey-related injury (subject to policy terms, conditions and exclusions).

This agreement shall expire on October 21 next after the date hereof ("Expiration Date"). The Club shall retain the exclusive right of negotiation for the services of the Player against all other NHL Clubs until the Expiration Date, after which the Player shall be unconditionally released and removed from the Club's Reserve List.

SIGNATURE OF PLAYER

WITNESSES

ADDRESS

CITY

NAME OF CLUB

PER: _____

SIGNATURE OF AUTHORIZED OFFICER

For Players Only

(PLEASE PRINT)

FULL NAME _____

HEIGHT _____ WEIGHT _____

PLACE OF BIRTH _____

POSITION _____

DATE OF BIRTH _____

SHOOTS (R/L) _____

(READ INSTRUCTIONS FOR COMPLETION AND REGISTRATION BELOW)

NHL TRAINING CAMP – PRO TRY-OUT AGREEMENT

Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN:

hereinafter called the "Player"

---AND---

hereinafter called the "Club"

In consideration of the agreement by the Club to pay the reasonable round-trip travel expenses from his Address below (or whatever location the Player shall designate by notice in writing to the Club), to the Club's Training Camp (or whatever location the Club shall designate by notice in writing to the Player), as well as accommodations, per diem and meals, the Player agrees to present himself, when called upon to do so, at any location designated by the Club, for the purposes of demonstrating his ability and qualifications as a hockey player.

The Club shall be responsible for the medical and dental costs associated with the treatment of any hockey-related injury that occurred during the term of this agreement while with the Club, which had been reported to the Club and is, or should have been, documented in the Player's medical files. The Club shall also provide an insurance benefit in the amount of \$50,000 for permanent total disability arising out of any such hockey-related injury (subject to policy terms, conditions and exclusions).

This agreement shall terminate on the day before the commencement of the NHL Regular Season unless terminated earlier upon the Player entering into an SPC with the Club or a contract with any other professional hockey team. This agreement may also be terminated by the Club by providing written notice to the Player of its intention to terminate same.

This agreement shall not confer on the Club property or Reserve List rights of any kind. For clarity, the Player may sign a contract with any professional hockey team other than the Club at any time prior to the expiration of this agreement without the Club's consent.

SIGNATURE OF PLAYER

WITNESSES

ADDRESS

CITY

NAME OF CLUB

PER: _____

SIGNATURE OF AUTHORIZED OFFICER

For Players Only

(PLEASE PRINT)

FULL NAME _____

HEIGHT _____ WEIGHT _____

PLACE OF BIRTH _____

POSITION _____

DATE OF BIRTH _____

SHOOTS (R/L) _____

(READ INSTRUCTIONS FOR COMPLETION AND REGISTRATION BELOW)

ATTACHMENT J

Add new Section 16.5(e) as follows: 16.5 Monthly Schedules; Restricted Days; Bye-Week

* * *

(e) In each League Year in which an All-Star Game is scheduled, the NHL will build into each Club's Regular Season schedule a "break" of not less than eight (8) days between scheduled NHL Regular Season Games during the period beginning five (5) days before the NHL All-Star Game Weekend and ending five (5) days after the NHL All-Star Game Weekend (the "Break"), which shall be inclusive of the "All-Star break" described above in Section 16.5(c).

- (i) To the extent a Club's last game before its Break is a road game, Players will have no obligation to accompany the team back to its home city and may choose instead to arrange their own travel to their next destination.
- (ii) Each day of the Break shall be a day off for all purposes, except to the extent that the Players selected to participate in the All-Star Game Weekend events may have obligations during that period. A Club that commences its Break preceding All-Star Game Weekend may schedule its first post-Break practice to begin no earlier than 2:00 p.m. local time on the first day following the All-Star break, and a Club that commences its Break following the All-Star Game Weekend may schedule its first post Break practice to begin no earlier than 2:00 p.m. local time on the fifth day following the All-Star break. Subject to prior consultation with their Club to the extent reasonably practicable, Players shall be excused from the first post-Break practice if unforeseen travel delays or other compelling circumstances prevent them from participating. Further, and notwithstanding anything to the contrary elsewhere in the CBA, any Player who participates in the All-Star Game Weekend events will be excused, at his option, from attending the first post-Break practice.
- (iii) To the extent that a Club's first post-Break game is scheduled to take place on the road, such Club may schedule its team transportation to the game city at a reasonable departure time on the day before the game in order to accommodate its holding a practice in the game city no earlier than 2:00 p.m. local time that day. Players will have no obligation to make use of the team transportation and may choose instead to arrange their own transportation to meet the team in the game city in time for the 2:00 p.m. (or later) local time scheduled practice.
- (iv) Except with respect to that portion of the Break that corresponds with the All-Star break, the Break shall not reduce or otherwise alter the number of days off which Players are entitled under CBA Section 16.5(a). For clarity, a Club may utilize each day of the All-Star break towards fulfilling its obligation under CBA Section 16.5(a) to provide Players with at least four (4) days off during the month in which the All-Star Game Weekend is scheduled, but it may not count or credit any other day of its Break towards fulfilling such obligation. Notwithstanding the foregoing, if the NHL notifies the NHLPA by no later than the September 15 preceding the All-Star Game Weekend that the provision of a fourth day off during the month in which the All-Star Game Weekend is scheduled is impossible or

impracticable, the NHLPA will consider in good faith NHL proposals to modify the days off schedule for that Club. The NHLPA agrees that, at a minimum, it will offer similar relief to the relief offered to Clubs historically in cases of bona fide scheduling difficulties.

- (v) A Player who is Loaned by his NHL Club after 11:59 p.m. local time on the date of the Club's final game before its Break will not be obligated to report to the team to which he has been Loaned prior to 10:00 a.m. local time on the 9th day following the commencement of his NHL Club's Break.

* * *

Replacement of CBA Subsection 16.15 with the following:

16.15 All-Star Game

- (a) The All-Star Game, including all All-Star Game Weekend events and activities in which Players will be asked to participate, will employ a format developed by the NHL in consultation with the NHLPA. Prior to effectuating any material changes in the All-Star Weekend format, the NHL will seek the consent of the NHLPA, which consent shall not be unreasonably withheld. The parties agree that the NHLPA may reasonably withhold its consent when, without limitation, proposed All-Star format changes result in: (i) a material change in the overall number of Players expected to participate in All-Star Weekend events; (ii) a material change in the overall time commitment required for Player participation; or (iii) a material change in the financial terms (or other benefits) associated with Player participation. The NHLPA may also reasonably withhold its consent where the change in All-Star format contemplates Player participation in events that give rise to a bona fide health and safety concern.
- (b) The Club must provide Business Class air travel to and from the All-Star host city to any Player selected to play in the All-Star Game (or its equivalent), or to any Player who is otherwise requested by the League to participate in an All-Star Weekend-related event. Players shall also have the option to invite their Spouse (or Living Companion) to All-Star Weekend, as well as up to four (4) immediate family members (e.g., the Player's parents, grandparents, siblings, and/or children), with airfare to be paid at the Club's expense (Business Class travel for Spouse (or Living Companion) and Economy Class travel for immediate family members).
- (c) There shall be no All-Star Game in any League Year in which the NHL and NHLPA agree to participate in an international tournament or other event, including but not limited to the Winter Olympics.

ATTACHMENT K

ARTICLE 13.12 BENEFITS REPORTING FORM

Club: _____

Month: _____

Player	Loan/ Recall	Transaction Date	Hotel Name	Room Type (e.g. Single, 1BR+kitchen, 2BR+ kitchen)	Check in Date	Check out date	Rental Car Provided (Y/N)	Total Per Diem Amount Paid

Pursuant to CBA §13.12(a), the “Player shall be allowed to keep his hotel room at Club’s expense while the Club is traveling on the road during the said 28-day period (or 56-day period if Section 13.12(d) applies).”

ATTACHMENT L

15.11 No Conditioning Camp. Other than the Conditioning Camp described in Section 15.10 above, a Club is prohibited from organizing or holding any mandatory or voluntary camp in the off-season for any Players.

(a) Permissible Off-Season Activities. Clubs are permitted to keep their arena/training/practice facilities open -- both for on-ice and off-ice (dry land and weight room) training -- and to allow the Club's Players to use those facilities at their own discretion on a voluntary, Player-initiated basis only.

Clubs and/or Club Strength and Conditioning Coach(es) are permitted to post regular hours when they will be at the arena/training/practice facility, and to provide services to Players while at the facility, so long as the Player is coming to the facility on his own initiative. However, Players and Club Strength and Conditioning Coaches are not permitted to schedule advance appointments or "special hours" for Players to workout at the Club's arena/training/practice facility.

"Player-only" sessions on the ice, including "Captain's Skates" and group Player skates are also permissible.

Clubs are permitted to allow Players from other teams to use their arena/training/practice facility(ies), and may provide skate sharpening and other equipment-related services to such Players at their discretion. No Club is required to open its arena/training/practice facility(ies) to non-Club members.

(b) Prohibited Off-Season Activities. Clubs are **not** permitted to have Club Coaching or Hockey Operations personnel (e.g., coaches, skating instructors, other Club employees, contracted service providers, etc.) participate in any on-ice sessions with Players.

Clubs are **not** permitted to request or encourage Players to come to the Club's home city during the off-season to utilize the Club's arena/training/practice facility(ies) and/or to train with Club Coaching or Hockey Operations personnel.

Clubs are **not** permitted to pay for Players' travel costs, per diems or housing for Players who choose to stay in or come to the Club's home city during the off-season to utilize the Club's arena/training/practice facility(ies) and/or to train with Club Coaching or Hockey Operations personnel. In all instances, if Players choose to stay in or return to the Club's home city to train over the summer, it must be on a Player-initiated basis only, and all associated costs must be borne by the Player.

Clubs are **not** permitted to use electronic or computerized programs to track or monitor a Player's off-season activity or conditioning.

Clubs are **not** permitted to facilitate or pay for Players to receive training/conditioning services during the off-season from: (i) Club Strength and Conditioning Coaches who may own separate businesses and provide off-site/off-season services (even where Players may want to utilize such services during

the off-season); or (ii) third-party services providers that may provide training and conditioning services to Players inside or outside of the Club's home city (e.g., Gary Roberts, Adam Oates, etc.)

(c) Monitoring and Enforcement. The NHL and the NHLPA agree to establish effective monitoring and enforcement mechanisms to ensure each Club's compliance with the requirements in this Section 15.11, so as to ensure a level playing surface as among all Clubs in the League and the competitive integrity of NHL competition, among other things. These provisions will therefore be monitored (including by unannounced "spot checks" during the course of the off-season) and strictly enforced. Violations of these provisions will lead to significant penalties, including Club fines in an amount not less than \$50,000 and individual fines in an amount not less than \$10,000, as well as the potential forfeiture of Club Draft Picks, as determined to be appropriate by the Commissioner or his designee, in consultation with the Executive Director of the NHLPA.

ATTACHMENT M

TRANSITION RULES

Generally

- Except where expressly stated, nothing in these transition rules ("Transition Rules") shall affect or diminish from any rights or obligations of the parties under the 2013 Collective Bargaining Agreement ("CBA"). Provided, however, that in the event that any item was unintentionally omitted from these Transition Rules, or in instances in which the application of these rules is anomalous and clearly unintended by the parties, the parties shall negotiate in good faith to attempt to reach agreement on a means of addressing that issue consistent with the principles in these Transition Rules.

Rounding

- Fractional games/days/statistics are rounded up if .50 or greater (before rounding) and are rounded down if less than .50 (before rounding).

No Pro-Ration & Pro-Ration

- Where applicable, the pro-ration factor shall be $[70/82]$.
- The following items shall be pro-rated in the manner set out below:
 - ELS Slides: 10 NHL Games Played threshold shall be pro-rated based on $[70/82]$ for Players in the NHL as of 5:00 p.m. New York time on March 16, 2020 (the "Roster Freeze") who have played at least one (1) NHL Regular Season game in the 2019-20 season ("Roster Freeze Player(s)"). If a Player was not a Roster Freeze Player, the 10 NHL Games Played threshold shall not be pro-rated.
 - For example, if a Player had 9 NHL GP and was a Roster Freeze Player and did not play any more NHL Games in 2019-20, his contract would not slide. If a Player has 9 NHL GP and is not a Roster Freeze Player and did not play any more NHL Games in 2019-20, his contract would slide. If, however, this Player is subsequently Recalled and plays in his 10th NHL Game during the (i) Qualifying Round or (ii) any Playoff Round following the Qualifying Round ("Playoff Round" or "Round of 16"), his contract would not slide.
 - Accrued Season: 30/40 thresholds shall be pro-rated by a factor of $[70/82]$ if the Player was a Roster Freeze Player. If a Player was not a Roster Freeze Player, the 30/40 threshold shall not be pro-rated.
 - Group 2:
 - For 18/19 year olds, same as ELS Slides. i.e. 10 NHL Games Played threshold shall be pro-rated based on $[70/82]$ for Roster Freeze Players. If a Player was not a Roster Freeze Player, the 10 NHL Games Played threshold shall not be pro-rated.
 - For 20+ year olds, 10 Professional Games threshold shall be pro-rated by a factor of $[70/82]$.
 - Group 6:
 - If a Player was a Roster Freeze Player, 28/80 NHL Games Played thresholds shall be pro-rated in the following manner:
 - Player with 3 seasons under NHL SPC (including 2019-20): $((82+82+70)/246)*(28$ or 80 as the case may be)
 - Player with 4 seasons under NHL SPC (including 2019-20): $((82+82+82+70))/328)*(28$ or 80 as the case may be)

- Player with 5 or more seasons under NHL SPC (including 2019-20) shall follow the same pattern in this section.
 - 11 Professional Games Played threshold for 18/19 year olds for 2019-20 pro-rated by a factor of [70/82]
 - If a Player was not a Roster Freeze Player, there shall be no pro-ration of the 28/80 NHL Games Played thresholds.
- Qualifying Offers:
 - If a Player was a Roster Freeze Player, the 60 & 180 NHL Games Played thresholds for a One-Way Qualifying Offer shall be pro-rated in the following manner:
 - 2019-20: $70/82 * 60$ & $[(82+82+70)/246] * 180$
 - 2020-21: 60 & $[(82+82+70)/246] * 180$
 - 2021-22: 60 & $[(82+82+70)/246] * 180$
 - For the purpose of determining whether a Qualifying Offer must be One-Way, a Waiver clearance on or after March 13, 2020 shall not count as a Waiver clearance for the purposes of s. 10.2(a)(iii)
 - If a Player was not a Roster Freeze Player, there shall be no pro-ration of the 60 & 180 NHL Games Played thresholds.
- Salary Arbitration Eligibility
 - For 18/19 year olds, same as ELS Slides. i.e. 10 NHL Games Played threshold shall be pro-rated based on [70/82] for Roster Freeze Players. If a Player was not a Roster Freeze Player, the 10 NHL Games Played threshold shall not be pro-rated.
 - For 20+ year olds, 10 Professional Games threshold shall be pro-rated by a factor of [70/82].
- Waiver Exemption:
 - If a Player was a Roster Freeze Player, CBA Section 13.4 NHL Games Played thresholds shall be revised based on the following formula and in the following manner:

$$(((\text{Years Exempt}-1)*82+70))/(\text{Years Exempt}*82)) * [\text{threshold}]$$

Age	Goalies		Skaters	
	Yrs Exempt	NHL Games	Yrs Exempt	NHL Games
18	6	78	5	155
19	5	78	4	154
20	4	77	3	152
21	4	58	3	76
22	4	58	3	67
23	3	57	3	57
24	2	56	2	56

Notwithstanding the pro-ration calculations above, any Player who would become waiver eligible, or is within three (3) NHL Games of becoming waiver eligible, by virtue of this pro-ration shall instead be required to play in three (3) 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 NHL Games to become waiver eligible than he otherwise would have been required to play in the absence of this pro-ration rule.

Any 18 or 19 year old Player who does not play in the requisite number of NHL Games (9 for a Roster Freeze Player or 11 for a Player that is not a Roster Freeze Player) during the

2019-20 season and did not play in 11 or more NHL games in any prior season shall not have the NHL Games Played thresholds for Waiver Exemptions pro-rated pursuant to the above rule.

The 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 the commencement of the Qualifying Round Games (as defined below).

- If a Player was not a Roster Freeze Player, there shall be no pro-ration of these Section 13.4 thresholds.
 - Waivers: For 18/19 year olds, same principle as ELS Slides. I.e. 11 NHL Games Played threshold shall be pro-rated based on $[70/82]$ for Roster Freeze Players. If a Player was not a Roster Freeze Player, the 11 NHL Games Played threshold shall not be pro-rated.
 - Professional Games thresholds for 20+ year olds: Professional Games thresholds shall be pro-rated by a factor of $[70/82]$. Games played outside the NHL on a Loan shall count as Professional Games in year credit calculations.
 - Article 15: All NHL Games Played thresholds in Article 15 shall be pro-rated based on $[70/82]$ for Roster Freeze Players. Such pro-ration shall also be applied to the 40 NHL Games “with the same Club” threshold under Section 15.7(a)(ii), however it will not be applied to the 160 NHL Games threshold under Section 15.7 (a)(i). If a Player was not a Roster Freeze Player, NHL Games Played and/or games “with the same Club” thresholds in Article 15 shall not be pro-rated. Days on Roster in Section 15.6 shall not be pro-rated. “Games credit” for purposes of the Pension Plan shall be provided for as described below.
 - Eligibility for Performance Bonuses for Injured Veteran Players (400+ Pension Games/100+ Days on IR - (Section 50.2(b)(i)(C)(2)(iii))): Days on IR portion will not be pro-rated. Pension Games portion will be pro-rated in the manner set out below.
 - There will be no pro-ration of the Junior (“J”) designation on Reserve List (50 man limit): 11 NHL Games Played (Article 1).

Player Opt Out of Resumption of 2019-2020 Season

- It is anticipated that Players on NHL Clubs taking part in the resumption of the 2019-20 Season, other than those with health concerns related to a risk of infection or complications from infection or those with family members who are similarly at risk, will participate in the resumption of the 2019-2020 Season (Phases 3 and 4). Any Player, however, may individually choose not to participate in Phases 3 and 4 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 by no earlier than the effective date of this agreement and no later than 5:00 p.m. New York time on the third day following the effective date of this agreement if choosing not to participate in Phases 3 and 4. In the event that Players opting out on either a League-wide or per-Club basis materially impacts the integrity of the Return to Play Plan, the NHL and the NHLPA shall confer and then jointly determine whether to continue with the Return to Play Plan. In the event the Return to Play Plan is cancelled, the parties will endeavor to replicate their respective rights and obligations under the CBA, including by determining which provisions of these Transition Rules may survive as well as revisiting or adjusting the Critical Dates Calendar on an acceptable basis.

Extension of Expiring Contracts

- Upon agreement of an adjusted Critical Dates Calendar for the remainder of the 2019-20 League Year and subject to the paragraph immediately below, all SPCs which are scheduled to expire on June 30, 2020 shall be hereby extended, and such expiring SPCs shall remain valid and effective until the day before the opening of Free Agency as set out in the adjusted Critical Dates Calendar or such other date as mutually agreed upon by the NHL and NHLPA.
- For Players whose SPCs would otherwise have expired on June 30, 2020, such Player may sign a 2020-21 contract with a team outside North America as long as: 1) his Club is not participating in the resumption of the 2019-20 Season (“Non-Participating Player”), 2) his Club has ceased participating in the resumption of the 2019-20 Season (“Eliminated Club Player”), or 3) he has opted out of participating in the resumption of the 2019-20 Season under this agreement (“Opting Out Player”). A Non-Participating Player and an Opting Out Player may not sign such a 2020-21 contract until seven (7) days following the effective date of this agreement. An Eliminated Club Player may not sign such a 2020-21 contract until two (2) days following their Club’s elimination from competition in the 2019-20 Season. Additionally, an Opting Out Player who signs such a 2020-21 contract with a team outside North America will be ineligible to play or contract in the NHL for the 2020-21 Season. The NHL Club shall retain all rights pursuant to the CBA regarding any pending Restricted Free Agent who signs such contract – e.g., Qualifying Offers, salary arbitration, etc.
- No other Players with an NHL SPC that has been extended as set forth above shall be permitted to enter into a 2020-21 contract outside the NHL prior to the expiration of their NHL SPC, provided, however, in the event of such an impermissible contract signing, such a Player would be ineligible to play or contract in the NHL for the 2020-21 Season.

Qualifying Round Games (Play-in/Seeding)

- There will be no cap counting for the Qualifying Round Games and the Round of 16.
- Statistics
 - Games in the Qualifying Round (Play-in/Seeding) (“QR Games”) and their resulting statistics will not be included in the NHL official Regular Season statistics. The NHL official Regular Season statistics will include all 2019-20 Regular Season statistics for games played through and including March 11, 2020 (the “pause”).
 - QR Games and their resulting statistics will be included within the NHL official 2019-20 Playoff statistics.
 - For purposes of Salary Arbitration, QR Games and their resulting statistics will be treated as Playoff statistics, but the parties will be permitted to reference the unique nature of these games and statistics (including the differences in the number of Clubs/Players participating in these games) versus prior years’ playoff games and statistics.
- QR Games will not count as games on a Club’s Active Roster for purposes of a credit towards an Accrued Season.
- QR Games will be included for the following purposes, as each of the below use NHL Games for determining credit and/or thresholds (as pro-rated herein)
 - ELS Contract slide provisions (Section 9.1(d))
 - Group 6 games played thresholds
 - Group 2 professional experience credit
 - Determination of One-Way Qualifying Offers (Section 10.2(a)(iii))
 - Salary Arbitration professional experience credit
 - Waivers – Article 13
 - Section 15.4(c) (Exhibition Game “Veterans”)

- Section 15.7 (Entitlement to Obtain a Residence)

Performance Bonuses

- The Qualifying Round will not be considered a Playoff Round for purposes of Performance Bonuses.
- Bonuses for Qualifying for the Playoffs
 - Only payable to the extent a Club progresses into the Round of 16.
- Bonuses for Playoff Rounds
 - Bonuses for winning successive Playoff Rounds (i.e. 1st, 2nd, 3rd, Stanley Cup Final) will only be payable for winning a round in the Round of 16.
- QR Games will be excluded from Games Played bonuses if such bonuses are specific to “Regular Season Games.”
- QR Games are included in Games Played bonuses if such bonuses are specific to “NHL Games,” provided they are strictly “Games Played” bonuses (i.e., they are not contingent on Playoff Rounds played/won, percentage of Playoff games played within Rounds, etc.).
- Exhibit 5 League-paid or Club-Paid Performance Bonuses Based on Rankings
 - Will be paid based on actual statistics at the time of the “pause”, provided however, any minimum games played thresholds (for both the Player and the comparison group) will be pro-rated by a factor of [70/82].
 - If a Player meets the minimum games played thresholds only after the threshold is pro-rated by a factor of [70/82], he shall receive the Bonus amount pro-rated by a factor of [70/82] for attaining the ranking threshold.
 - If a Player meets the minimum games played thresholds without the threshold being pro-rated by a factor of [70/82], he shall receive 100% of the Bonus amount for attaining the ranking threshold.
- Club-paid Performance Bonuses earned as of the “pause”
 - If a Player met the threshold requirement(s) for a Performance Bonus as of the “pause”, the Player will receive 100% of the Bonus amount. Payment shall be made within ten (10) days hereof if not already made.
- Club-paid Performance Bonuses not yet earned as of the “pause”
 - If a Player had not yet met the threshold requirement(s) for a Performance Bonus as of the “pause” and was a Roster Freeze Player:
 - If, by the end of the 2019-20 Season, he meets the threshold requirement(s) only after the threshold is pro-rated by a factor of [70/82], he shall receive the Bonus amount pro-rated by a factor of [70/82].
 - If, by the end of the 2019-20 Season, he meets the threshold requirement(s) without the threshold being pro-rated by a factor of [70/82], he shall receive 100% of the Bonus amount.
 - Notwithstanding the foregoing, if a Player has played in 100% of his Club’s Regular Season Games and has a Performance Bonus for playing in 82 Regular Season Games, he will receive a Bonus Amount pro-rated by a factor of [70/82].
 - If a Player had not yet met the threshold requirement(s) for a Performance Bonus as of the “pause” and was not a Roster Freeze Player:
 - If, by the end of the 2019-20 Season, he meets the threshold requirement(s) without the threshold being pro-rated by a factor of [70/82], he shall receive 100% of the Bonus amount.

- If, by the end of the 2019-20 Season, he does not meet the threshold requirement(s) without the threshold being pro-rated by a factor of [70/82], he shall not receive any amount.
- The parties agree the February 21, 2001 “Settlement of Grievances Concerning “Traveling” Bonus Provisions” is applicable per usual practice to all 2019-20 performance bonuses.

Salary Arbitration

- For 2020, a Salary Arbitrator, at his or her sole discretion, may choose to conduct a Salary Arbitration hearing “remotely”. Except as expressly agreed to by the NHL and NHLPA, there shall be no other changes to the Salary Arbitration procedures set out in Article 12 and the CBA, provided, however, the parties agree to engage in further negotiations, as necessary, to implement the “remote” hearing procedures contemplated herein.
- For 2020, in the event a Club exercises their Walk-Away Right (pursuant to Section 12.10 of the CBA) relating to a one-year Salary Arbitration award, the Player may within four (4) days of receipt of notice from the Club that they are exercising their Walk-Away Right, elect to enter into an SPC with the Club on the same terms as the Club had offered in the Club’s Salary Arbitration Brief.

Players on Loan as of June 1

- Such Players may participate in Phase 2 on a voluntary basis and do not require a formal Recall to do so.
- Any such Player participating in Phases 2 and 3 and who is not on Recall will continue to be treated as being on Loan during such period of time.
- Such Players injured in Phases 2 and 3 (if not on Recall) will be provided the same CBA and SPC rights and benefits as if they sustained an “off-season” (Phase 2) or “training camp” (Phase 3) injury (including for purposes of Section 15.6).
- Such Players who participate in Phase 2, 3 and 4 will receive a full NHL per diem (as calculated for the 2019-20 season) during all Phases of the Return to Play protocol.

Phases 3 and 4 Participation

- Clubs will be limited during Phase 3 (while in Club’s home city) to no more than 30 skaters and an unlimited number of goaltenders, provided all Players included within such group are eligible to play in the 2019-20 Playoffs.
- If a Player is not Recalled by the end of Phase 3, he must be sent home. i.e. A Player cannot travel to the Hub City or participate in any manner during Phase 4 unless he has been Recalled prior to travelling to the Hub City.
- Clubs will be limited during Phase 4, and for travel to the Hub Cities, to no more than 28 skaters and an unlimited number of goaltenders, provided all Players included within such group are eligible to play in the 2019-20 Playoffs.
- All Players participating in Phases 3 and 4 will be included within these maximum numbers regardless of the roster status of such participating Players.
- All Players participating in Phases 3 and 4 will be covered by insurance as detailed in the **Insurance Coverages (Article 23)** and **Additional Insurance** below.

Signing of NHL SPCs

- All thirty-one (31) Clubs and their respective Unsigned Draft Choices will be permitted to enter into NHL SPCs (provided the Player is not otherwise restricted from doing so, e.g. the Player was subject to the June 15 signing deadline within a relevant IIHF agreement) that commence with the 2019-20 season on the following conditions only:

- The SPC may be signed beginning on the third day following the effective date of this agreement (12:00 noon New York time) and must be signed by no later than five (5) days after the effective date of this agreement (5:00 p.m. New York time).
- The SPC cannot contain a Signing Bonus or a Performance Bonus for the 2019-20 League Year.
- The SPC can contain a Signing Bonus for the 2020-21 League Year or later, provided however, the Signing Bonus for the 2020-21 League Year cannot be payable prior to the date the parties agree to be the opening of 2020 Free Agency within the adjusted Critical Dates Calendar.
- The Player is not eligible to play in the 2019-20 QR Games or Round of 16.
- No earlier than the third day following the effective date of this agreement (12:00 noon New York time), the following Players will be permitted to enter into an NHL SPC that commences with the 2020-21 season (subject to restrictions provided under the IIHF agreements) and provided they otherwise would have been permitted to do so on July 1, 2020:
 - Unsigned Draft Choices
 - Draft-Related Unrestricted Free Agents
 - Unrestricted Free Agents
 - Restricted Free Agents
- No earlier than the third day following the effective date of this agreement (12:00 noon New York time), Clubs and Players will be permitted to enter into NHL SPCs that commence with the 2021-22 season provided such Player would have otherwise met the requirements to do so on July 1, 2020.
- Beginning on July 1st until the date which is seven (7) days prior to the commencement of the 2020-21 Regular Season, the League shall have five (5) days from the day following Central Registry's receipt of an SPC (provided it was received by Central Registry by 5:00 p.m. New York time; SPCs received by Central Registry after 5:00 p.m. New York time will be deemed to have been received on the following day for purposes of this provision) to approve and register, or reject, an SPC.

No Trade/No Move Clauses

- A Player who under a provision of his SPC is entitled to submit or who has submitted a "List of Teams" to which he does or does not wish to be Traded (in accordance with the NTC or NMC in his SPC) from March 12, 2020 through the earlier of September 1, 2020 or twenty-one (21) days before the agreed upon date of the 2020 NHL Entry Draft (the "Eligibility Period") shall be required to submit (or permitted to resubmit) such "List of Teams" by 5:00 p.m. New York time on the earlier of September 15, 2020 or fifteen (15) days before the agreed upon date of the 2020 NHL Draft (the "Resubmission Deadline"). If the date of the 2020 NHL Entry Draft is not known by August 25, 2020, then the end date of the Eligibility Period shall be September 1, 2020 and the Resubmission Deadline shall be September 15, 2020.
- 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, 2020, will be deemed amended such that such alteration or effectiveness will occur on the date the parties agree to be the opening of Free Agency (or the corresponding similar date) within the adjusted Critical Dates Calendar.
- Contracts containing No Trade/No Move Clauses in which the terms of such clause are altered on, or come into effect after July 1, 2020, will be deemed amended such that such alteration or effectiveness will occur on the corresponding number of days after the date the parties agree to be the opening of Free Agency.
- Contracts containing No Trade/No Move Clauses in which the terms of such clause are altered on, or come/come into effect prior to July 1, 2020, will be deemed amended such that such alteration or effectiveness will occur on the date before the Stanley Cup Final begins but not prior to the Resubmission Deadline.

- Additionally, contracts containing No Trade/No Move Clauses that were to become effective for the 2020-21 season due to the Player becoming eligible for Group 3 status effective with the 2020-21 season, will not be deemed effective until the date the parties agree to be the opening of Free Agency within the adjusted Critical Dates Calendar.

Buyouts

- The parties agree that for purposes of First Period Buyouts done following the 2019-20 season, the rights of the Club/Player will be determined as if the Buyout had occurred as of June 15, 2020.

Waivers

- The final 2019-20 Regular Season standings (using point percentages) will be the determinative standings for Waiver purposes through the first 20 days of the 2020-21 season (i.e., November 1 within Section 13.19 will be replaced by the 20th day of the 2020-21 season).

S. 11.4 Signing Deadline for a Group 2 Free Agent

- The December 1 deadline shall occur on the date that is closest to the one-quarter (1/4) mark of the 2020-21 Regular Season.

S. 13.23 Waivers

- The December 15 date shall occur on the date that is closest to the one-third (1/3) mark of the 2020-21 Regular Season.

Salary Cap

- Performance Bonus overages for 2020-21 season will be calculated per usual practice. However, such calculations will use the Clubs' cap projections as of the end of the day on March 12, 2020 and will assume all Players that were eligible for Loan were Loaned on March 13, 2020 for determining cap room available for accommodating Performance Bonuses paid. Clubs that are determined to have Performance Bonus overage attributable to the 2020-21 season will have the option to evenly distribute such overage to the 2020-21 and 2021-22 seasons (i.e. 50% of the calculated overage being distributed to each season). Such option must be exercised by no later than seven (7) days prior to the "RFA/UFA Signing Period Beginning."
- Cap Advantage Recapture – Total Payment and Total Cap Charge to be calculated based on full season face values for the 2019-20 season, disregarding the impact the pause had on payroll and the cap.
- Days on Roster for various CBA provisions for the 2019-20 season will be based on the original 186 day schedule and each Player's status over the course of the 2019-20 season through and including April 4, 2020 (the last scheduled day of the 2019-20 Regular Season).
- "Off-Season cap accounting" (Section 50.5(d)(A)), for purposes of determining Clubs' compliance with the Upper Limit, and the accompanying 10% flexibility afforded during the off-season, will not commence until the date the parties agree to be the opening of Free Agency within the adjusted Critical Dates Calendar.
- The 10% increase in the Upper Limit for the purpose of calculating Tagged Payroll Room that came into effect on March 1, 2020 shall continue through and including the date prior to the opening of Free Agency within the adjusted Critical Dates Calendar.

Average League Salary

- No change to the principles used in the calculation of ALS from the 2005 CBA. However, following the calculation of the 2019-20 ALS using such principles, the 2019-20 ALS will be set by taking the midpoint

between such calculated value and the 2018-19 ALS (the "Modified 2019-20 ALS"). The calculated percentage increase from 2018-19 ALS to Modified 2019-20 ALS will be applied to all related provisions. For 2020-21, the calculation of the percentage increase in ALS (and its application to all related provisions) shall be based on the percentage increase from Modified 2019-20 ALS to 2020-21 ALS. The parties agree to finalize Modified 2019-20 ALS and all related provisions (based on the 2019-20 Season) by no later than July 15, 2020.

Loans for 2020-21 Season

- Commencing on July 1, 2020, Players may be Loaned to another league at his NHL Club's discretion for the 2020-21 season. A Player may only be so Loaned to a league permitted under the terms of the CBA and his SPC, or to a league where such Player has requested or been granted permission for such a Loan, if to a league not otherwise permitted.
- Any such Loaned Player will be deemed to be on Loan during the period of such Loan and the Player and Club will be granted the appropriate rights and benefits provided by the CBA and his SPC while the Player remains on Loan.
- A Player who is so Loaned and who is required to clear Waivers pursuant to Article 13 prior to being Loaned during the 2020-21 season, may be so Loaned without first clearing Waivers provided that the Player is returned to the NHL Club holding his rights upon either the Club's or the Player's request, on an agreed upon date, but in no event later than seven (7) days prior to the scheduled commencement of the 2020-21 NHL season.
- A Player who is Loaned per the immediately preceding paragraph may, with the Club's permission, remain on Loan past the date specified in the paragraph above provided such Player clears Waivers during the period following the start of the 2020-21 Playing Season Waiver Period through the date provided for his return. If such a Player is not Waived during this period, he must be Recalled by his NHL Club and will require Waivers prior to being subsequently Loaned again during the 2020-21 season.
- A Player who is so Loaned and who does not require Waivers pursuant to Article 13 prior to being Loaned for the 2020-21 season, may be so Loaned without the requirement to return to his NHL Club by the date(s) as required above for Waiver-eligible Players. A Club's ability to Recall such a Player will be dictated by the terms of the CBA, the terms of the assignment clause in the Player's SPC (where applicable), and/or by the terms of any Loan agreement between the NHL Club and the team to which the Player is Loaned.
- All such Loans will be subject to the terms of other relevant agreements (e.g. the various IIHF agreements), as applicable.
- The loan of any Player prior to the start of the 2020-21 NHL Regular Season will not affect his continued eligibility for NHL offseason insurance coverage for which he has qualified.

Pension Service (Article 21)

- Any game credited during the 2019-20 Regular Season (October 2, 2019 to March 11, 2020) shall be grossed up by a factor of 1.21 and then rounded to the nearest integer, such that a full year of service shall be credited for any Player who is credited with 68 or more games during this period. With respect to game credits for suspended Players, credits will be awarded subject to the agreement between the parties regarding the treatment of pension credits for suspensions. The agreement between the parties with respect to Injured Non-Roster and Non-Roster players and the calculation of adjustments for games missed due to a trade or waiver claims will also apply in the calculation of game credits.
- The pro-ration rules set forth above will be applied for purposes of CBA Section 15.6 for Roster Freeze Players but will not apply to other areas of the CBA that may otherwise reference Pension credits (e.g., Section 15.3).

Insurance Coverages (Article 23)

- Health insurance eligibility will follow the offseason eligibility rules agreed to by Bill Daly in June 5 email to Don Zavelo at 12:02 pm. The special eligibility rules for this offseason are in addition to, and not in place of, the eligibility rules for offseason coverage under Article 23.8. (This clarification was noted in an email from Don Zavelo to Bill Daly on June 5 at 2:51 pm). All Players who qualify for offseason coverage will be covered until the first day of the 2020-21 Regular Season. Any Standby Player who is added to the expanded roster who does not have NHL or AHL health insurance will be covered for emergency medical or dental expenses incurred which arises as the result of an injury or illness incurred during the duration of his recall during Phase 3 and Phase 4, including travel to and from. This coverage is the same as coverage provided for Players in Article 23.9 during Training Camp and summer Conditioning Camps.
- Disability insurance eligibility will follow the same eligibility rules as health insurance with coverage extending to the first day of the 2020-21 Regular Season. Existing coverage is to be extended to include Standby Players who do not otherwise qualify for coverage under the offseason rules to cover their participation in Phase 3 and Phase 4. The existing disability insurance policy already covers Standby Players for injury only while playing or practicing with their NHL team during a playoff recall. This coverage is to be extended to cover disability as the result of sickness or injury while the player is participating in Phase 3 and Phase 4. The parties agree to consider, in consultation with the Fund's benefits consultants, increased amounts of coverage for sickness under the career-ending disability insurance policy to cover Players participating in Phase 3 and Phase 4 in the event a Player contracts COVID and suffers long term health issues that proves to be career-ending. Such review will also include the possibility that increased coverage may also extend to the 2020-21 season.
- Life insurance eligibility to be extended to January 1 (from November 1), or such later date as determined following the start date of the 2020-21 Regular Season. Coverage to be extended to all Standby Players participating in Phase 3 and Phase 4, if the Player has not already qualified for life insurance coverage in the season. Coverage to commence as soon as the Player is recalled by the team and should extend to cover the Player during his participation in the Phase 3 training camp period and the Player's travel to his NHL city (or location where his team is holding training camp). The parties agree to consider, in consultation with the Fund's benefits consultants, increased amounts of life insurance coverage for Players participating in Phase 3 and Phase 4 in the event a Player contracts COVID and suffers serious health issues that results in death. Such review will also include the possibility that increased coverage may also extend to the 2020-21 season.

Additional Insurance Coverage

- The NHL shall cover the cost of additional Disability Insurance for Players participating in Phase 3 and Phase 4, up to a total cost of \$1,500,000. The type and amount of coverage is to be determined by the NHLPA to provide additional coverage, over and above coverage already provided under Article 23 (including any increased amounts determined after review with the Fund's benefits consultants as noted above), to cover loss of future earnings beyond the Player's current SPC in the event a Player contracts COVID and suffers long term health issues that prove to be career-ending.

Housing/Benefits

- All Players that can demonstrate bona fide and incremental costs for housing due to the extension of the 2019-20 season and associated with attending Phase 2 and Phase 3 in the Club's home city are entitled to be reimbursed for such incremental costs through and including the conclusion of each Club's Phase 3 Training Camp in the Club's home city, provided that the total amount of reimbursement shall be capped at the maximum amount permitted under CBA Section 14.2(a)(vii)).

- Players without housing in the Club's home city that are participating in Phases 2 and 3 will be provided at least single room hotel accommodations at the Club's expense for the same period as above, and family-appropriate accommodation if their families are accompanying the Player.
- Clubs will additionally be required to provide rental cars for Player use during the same period set out above, to the extent necessary.

ATTACHMENT N

ADJUSTED CRITICAL DATES CALENDAR

DATE	EVENT
Jul-01	2020-21 League Year begins for contract signing purposes
Jul-10	Training Camps Open (14 days)
Jul-24	Travel to Hub Cities (1 day)
Jul-25	Exhibition Games (5 days)
Jul-30	Qualifying Rounds (10 days)
Aug-09	First Round Playoffs Begin (\leq 14 days)
Aug-23	Second Round Playoffs Begin (\leq 14 days)
Sep-06	Third Round Playoffs Begin (\leq 14 days)
Sep-20	Stanley Cup Final Begins (\leq 13 days)
Later of Sep-25 or Beginning of SCF	First Buy-Out Period Begins
Oct-02	Last Possible Game of Stanley Cup Final
Oct-04 For Clubs that are playing after Oct-02, this deadline shall be two (2) days following the last game played in the final Playoff round they play.	Deadline for First Club-Elected Salary Arbitration Notification (5:00 p.m. ET)
Oct-06	2020 NHL Draft (Tentative - but must follow conclusion of SCF and precede "RFA/UFA Signing Period Begins" date)
Oct-06 For Clubs that are playing after Oct-02, this deadline shall be four (4) days following the last game played in the final Playoff round they play.	Deadline for Qualifying Offers (5:00 p.m. ET), which are not open for acceptance prior to the "Qualifying Offers Open for Acceptance (12:00 p.m. ET)" date
Later of Oct-08 or SCF + six (6) days	First Buy-Out Period Ends (5:00 p.m. ET)
Later of Oct-09 or SCF + seven (7) days	Qualifying Offers Open for Acceptance (12:00 p.m. ET) RFA/UFA Signing Period Begins (12:00 p.m. ET)
Oct-10 For Clubs that are playing after Oct-02, this deadline shall be eight (8) days following the last game played in the final Playoff round they play.	Deadline for Player-Elected Salary Arbitration Notification (5:00 p.m. ET) Deadline for RFA Offer Sheets for Players for whom Clubs have elected Salary Arbitration pursuant to First Club-Elected Salary Arbitration (5:00 p.m. ET). Note: Offer Sheets cannot be made prior to the "RFA/UFA Signing Period Begins" date.
Oct-11 For Clubs that are playing after Oct-02, this deadline shall be nine (9) days following the last game played in the final Playoff round they play.	Commencement of Second Club-Elected Salary Arbitration Notification (5:01 p.m. ET) Deadline for Second Club-Elected Salary Arbitration Notification (5:00 p.m. ET)
Oct-12*	Scheduling of Salary Arbitration Hearings* (See 2020 Salary Arbitration Scheduling Procedures below)

DATE	EVENT
Later of Oct-18 or SCF + 16 days	Qualifying Offers Expire Automatically (5:00 p.m. ET)
Oct-20	First Day of Salary Arbitration Hearings (20 days)*
Nov-08*	Last Day of Salary Arbitration Hearings*
48 hours following the last Salary Arbitration Hearing	Last Day for Issuance of Salary Arbitration Awards
48 hours after Club's last Salary Arbitration Award/Settlement	Deadline to Exercise Walk-Away Right
24 hours beginning on the second day after Club's last Salary Arbitration Award/Settlement	Deadline for Second Buy-Out Period (as applicable) ¹
Nov-17	Training Camps Open (14 days) (Tentative)
Dec-01	2020-21 Regular Season Begins (Tentative)

*: 2020 Salary Arbitration Scheduling Procedures

- The parties will select eight (8) Hearing dates from each Salary Arbitrator (if possible) evenly spaced throughout the Oct-20 to Nov-08 Salary Arbitration Period.
 - The parties will schedule all Salary Arbitration elections that have been confirmed received by Oct-11 (5:00 p.m. ET). If necessary and possible, the parties will set aside one Hearing slot per day from Nov-06 to Nov-08 (“held slots”) for each Club that is playing after Oct-02. (e.g. if there are two Clubs playing after Oct-02, then the parties shall set aside a total of six Hearing slots (if necessary and possible) from Nov-06 and Nov-08 for these purposes). Prior to the commencement of the Oct-12 Scheduling call, the parties shall select such held slots, utilizing the procedure set out in S. 12.7 of the CBA, except that the party that is to select second on the Scheduling call will make the first selection of a held slot and, where possible, a Salary Arbitrator will not be selected for a second held slot until all Salary Arbitrators have been selected for at least one held slot.
 - All Salary Arbitration elections occurring after Oct-11 (5:00 p.m. ET) are to be scheduled as a continuation of the preceding scheduling process (e.g. if the NHLPA made the last selection on Oct-12 then the NHL makes the first selection to place new elections). Scheduling done after Oct-12 will be completed within 24 hours of each successive deadline for each Playoff Round with all new elections following that Round being scheduled in one Scheduling call. The parties agree that no Player-Elected/Club-Elected Salary Arbitration Hearing will be scheduled within ten (10) days of its corresponding Player-Elected/Club-Elected Salary Arbitration Notification deadline applicable to a Player/Club, unless otherwise acceptable to both Player and Club. As soon as it becomes known that a Hearing date would fall outside the period of Oct-20 to Nov-08 on account hereof, the Parties will immediately seek additional dates and schedule these Hearings with the Salary Arbitrators who have the earliest availability after Nov-08, unless both Player and Club agree to have the Hearing during the Oct-20 to Nov-08 period. Notwithstanding the foregoing, no Player-Elected/Club-Elected Salary Arbitration Hearing will be scheduled following the later of (i) Nov-08 and (ii) twenty (20) days following its corresponding Player-Elected/Club-Elected Salary Arbitration Notification deadline applicable to a Player/Club.
- 1 In the event a Club elects to Buy-Out a Player with a No-Move clause during this period, the Club will not have a requirement to provide the Player with the option of electing to be placed on Waivers and shall be permitted to proceed immediately with the Buy-Out without waivers being required. Additionally, for 2020 only, a Club shall not be entitled to exercise a Second Period Buyout as set out in s. 11.18 of the CBA for any Player with an Averaged Amount less than \$4,000,000.

ATTACHMENT R

July __, 2020

Dear Bill,

This letter is to memorialize our agreement to resolve the parties' dispute regarding the amount to be included in HRR as a Top-Side adjustment on account of all rights conveyed by Maple Leaf Sports & Entertainment to 8047286 Canada Inc. (other than radio broadcast rights) pursuant to the 2012 Content Rights Agreement (the "Toronto Rights Agreement") for the remaining League Years in which that Toronto Rights Agreement remains in effect (Item No. 632). For the League Years set forth below, the HRR attributable to the cable television broadcasts of the Toronto Maple Leafs shall be:

League Year	HRR (CAD)
2019-20	\$XX,XXX,XXX*
2020-21	\$XX,XXX,XXX*
2021-22	\$XX,XXX,XXX*
2022-23	\$XX,XXX,XXX*
2023-24	\$XX,XXX,XXX*
2024-25	\$XX,XXX,XXX*
2025-26	\$XX,XXX,XXX*

For purposes of clarity, the amounts set forth above shall be included as Top-Side adjustments to HRR and shall not impact any calculations with respect to the Toronto Maple Leafs pursuant to Article 49. Further, in the event of any "make-good" or reduction in rights fees or inventory, the Top-Side adjustment for the given League Year shall be reduced by a proportional amount to the amount of the "make good" or reduction in rights fees or inventory based on the terms of the underlying agreement.

Provided that the amounts are included in HRR as set forth above, the NHLPA will not initiate a System Grievance or other proceeding with respect to: (i) the Toronto Rights Agreement (unless the parties thereto materially change the terms of that agreement), provided, however, that the NHLPA reserves its right to initiate a System Grievance or other proceeding with respect to any "make good" or reduction of the rights fees or inventory based on the terms of the underlying agreement or (ii) the requests for documents or other information it has made to the NHL and/or the Toronto Maple Leafs regarding the same (i.e., the NHLPA's February 8, 2017, March 1, 2017 and July 24, 2018 requests).

This agreement is without precedent or prejudice and is not admissible as evidence or otherwise in any grievance or other proceeding, whether on a similar or different topic, except a proceeding to enforce the terms of this agreement.

Please sign below to confirm this letter accurately reflects the parties' agreement with respect to the subject matter herein.

Sincerely,

Don Zavelo, General Counsel

NATIONAL HOCKEY LEAGUE
PLAYERS' ASSOCIATION

AGREED TO AND ACCEPTED:

William L. Daly for the
NATIONAL HOCKEY LEAGUE

*Information noted by an asterisk has been removed from the printed text. Players and Clubs may obtain all of the omitted information upon request to the NHLPA or the League.

ATTACHMENT S

July __, 2020

Dear Bill,

This letter is to memorialize our agreement to resolve the issues related to certain NHL Clubs' payroll practices related to the interpretation and application of the Pittsburgh Nonresident Sports Facility Usage Fee ("Sports Facility Usage Fee"), as were more fully described in a February 14, 2020 letter from Steve Kidder to Jeff White.

The parties agree that this resolution will be based on the following agreed upon principles, subject to compliance with applicable tax code(s):

- Unless and until the Usage Fee is invalidated or repealed, a Player's duty days for purposes of determining the amount of the Sports Facility Usage Fee to be charged against him should only be those duty days on which the Player performs services in PPG Paints Arena;
- While the City of Pittsburgh changed its allocation method from duty days to "games played" effective January 1, 2017, the games played method is alleged by the NHLPA to violate Pennsylvania state law, 53 Pa.C.S. § 6924.501;
- A Player who is a non-resident of Pittsburgh and is subject to the Sports Facility Usage Fee is exempt from Pittsburgh City Income Tax and should not be charged both the Fee and the City Income Tax;
- A Player who is a resident of Pittsburgh is liable for Pittsburgh City Income Tax but not liable for the Sports Facility Usage Fee and should not be charged both the City Income Tax and the Sports Facility Usage Fee; and
- A Player who is a non-resident of Pennsylvania is exempt from any Local Income Tax (including any Local School District Tax) in Pennsylvania.

Therefore, the NHL, on behalf of itself and its Clubs, agrees as follows:

1. As of the date of this agreement and unless and until the current Sports Facility Usage Fee is invalidated or repealed, all NHL Clubs shall henceforth calculate and collect the Sports Facility Usage Fee based solely on each Player's duty days in which he performs services in the PPG Paints Arena in accordance with applicable tax code(s).
2. In accordance with all applicable tax code(s), all NHL Clubs, including but not limited to the Pittsburgh Penguins, New Jersey Devils, Philadelphia Flyers and Arizona Coyotes, shall immediately cease withholding Pittsburgh City Income Tax from any Player whose residence is outside of the Pittsburgh city limits, and cease withholding Local Income Tax from any Player who is not a Pennsylvania resident.
3. On behalf of the Penguins, Devils, Flyers and Coyotes (hereinafter, the "Settling Clubs"), the NHL shall make available for payment to Players and former Players up to Nine Million, Five Hundred Thousand U.S. Dollars (~~\$X,XXX,XXX~~*) (hereinafter, the "Settlement Amount", which Amount,

for purposes of clarity, shall include employer-related payroll taxes, if any) to reimburse: (a) those Players and former Players currently or formerly employed by the Settling Clubs from whom the Sports Facility Usage Fee was withheld in excess of an amount attributable to the Player's actual duty days in which he performed services in PPG Paints Arena (or previously Mellon Arena) since on or about January 1, 2005 and/or (b) to reimburse such Players and former Players from whom both the Sports Facility Usage Fee and Pittsburgh City Income Tax was withheld from their respective salaries for the same duty days, since on or about January 1, 2005; and/or (c) to reimburse such Players or former Players from whom Local Income Tax was withheld even though their residences were not in Pennsylvania. The NHL (on behalf of the Settling Clubs) shall pay to such Players and former Players such amounts as are determined by the NHLPA, subject to the procedures in Paragraph 5 below and provided that the Settling Clubs' total liability shall be limited to the **\$X,XXX,XXX*** aggregate Settlement Amount described in this Paragraph. Amounts payable to the Players and former Players shall be subject to any and all applicable income tax reporting and withholding requirements and obligations. In the event that the NHLPA and/or current or former Players recover as a result of litigation (including settlement) any portion of the Sports Facility Usage Fee, Pittsburgh City Income Tax or Local Income Tax that is (i) specifically listed on the payment schedule set forth in Paragraph 5 below and (ii) was paid to the Players by the NHL, the NHL (on behalf of the Settling Clubs) shall be entitled to recover the same amount up to **\$X,XXX,XXX***.

4. The NHLPA shall exercise its discretion to determine the amount of Sports Facility Usage Fee and City or Local Income Tax to be reimbursed pursuant to Paragraph 3 above, subject to the process described in Paragraph 5 below; provided, however, that the Settling Clubs shall use commercially reasonable efforts to provide such payroll and other information as the NHLPA reasonably requests in order to make such determination.
5. On or before February 1, 2021, the NHLPA will provide to each Settling Club and the NHL a schedule (the "Proposed Payment Schedule") identifying by name each Player who meets one of the criteria set forth in Paragraph 3 above and the amount of Sports Facility Usage Fee, Pittsburgh City Income Tax or Local Income Tax to be reimbursed. Within 60 days of receipt of the Proposed Payment Schedule, the League, on behalf of the Settling Clubs, will notify the NHLPA if it has an objection to any payment set forth in the Proposed Payment Schedule. For each such objection, the League, on behalf of the Settling Clubs, will provide a detailed written explanation of the objection. The parties recognize that estimates for payments related to earlier years may need to be presented on the basis of the best available information. Within 60 days of receipt of any objection, the NHLPA and the League (on behalf of the Settling Clubs) will work in good faith to resolve the objection. If they are not able to resolve the objection, the parties may refer their dispute to the Impartial Arbitrator appointed pursuant to Article 17 of the CBA to decide the objection. Following resolution of the objections, if revisions are required, the NHLPA will provide a revised Payment Schedule to the NHL. The NHL (on behalf of the Settling Clubs) shall then arrange for payment to be made to the Players and former Players. The NHL shall be responsible for transmitting the applicable payments directly to the Players and former Players.
6. Upon the Players and former Players receipt of all of the payments referenced above, the NHLPA agrees not to file a Grievance in relation to the NHL Clubs' past payroll practices described in the February 14, 2020 letter from Steve Kidder to Jeff White.

7. This agreement is without precedent or prejudice and is not admissible as evidence or otherwise in any grievance or other proceeding, whether on a similar or different topic, except a proceeding to enforce the terms of this agreement.

Please sign below to confirm this letter accurately reflects the parties' agreement with respect to the subject matter herein.

Sincerely,

Don Zavelo, General Counsel
NATIONAL HOCKEY LEAGUE
PLAYERS' ASSOCIATION

AGREED TO AND ACCEPTED:

William L. Daly for the
NATIONAL HOCKEY LEAGUE

*Information noted by an asterisk has been removed from the printed text. Players and Clubs may obtain all of the omitted information upon request to the NHLPA or the League.