

First the relevant provisions and info:

Jack Walker, born July 30, 1996, Drafted June 2016. He turned 20 before December 31, 2016 so was technically drafted at age 20 pursuant to article 8.10 of the CBA. Will be 21 at time of signing due to Article 9.2 of CBA.

Adam Brooks, born May 6, 1996, Drafted June 2016. Ditto is 20 in his draft. Will be 21 at time of first signing due to Article 9.2 of the CBA.

Relevant Articles

8.4 Eligibility for Claim.

(a) All Players age 18 or older are eligible for claim in the Entry Draft, except:

(i) a Player on the Reserve List of a Club, other than as a try-out;

(ii) a Player who has been claimed in two prior Entry Drafts;

(iii) a Player who previously played in the League and became a Free Agent pursuant to this Agreement;

(iv) a Player age 21 or older who: (A) has not been selected in a previous Entry Draft and (B) played hockey for at least one season in North America when he was age 18, 19, or 20 and shall be eligible to enter the League as an Unrestricted Free Agent pursuant to Article 10.1(d); and

(v) a Player age 22 or older who has not been selected in a previous Entry Draft and shall be eligible to enter the League as an Unrestricted Free Agent pursuant to Article 10.1(d).

8.6 Reserve List-Exclusive Rights.

(a) Commencing with the 2013 Entry Draft, a Player selected by a Club in the Entry Draft shall be registered on the Reserve List of the selecting Club as an "Unsigned Draft Choice."

(i) Subject to the provisions of Sections (b), (c), (d) and (e) below, such registration shall establish for such selecting Club the exclusive right of negotiation for the services of each Player selected and registered as against all other Clubs up to and including June 1 of the next calendar year following the date of his selection.

(ii) Subject to the provisions of subsection (iii) below and Sections (b), (c) and (d) below, if, on or before June 1 of the calendar year next succeeding the Entry Draft, the claiming Club makes a Bona Fide Offer (as defined below) to its claimed Player of an SPC, the

Club shall retain the exclusive right of negotiation for the services of such Player up to and including the second June 1 following the date of his selection.

(iii) Notwithstanding anything set forth in subsections (i) or (ii) above, if a Player is drafted for the first time at age 20 and re-enters the Entry Draft at age 22, the Club that selects him as a re-entry may retain the exclusive negotiating rights to the Player for only one (1) year and may not acquire exclusive negotiating rights to the Player for a second year by extending a Bona Fide Offer; provided, however, this provision shall not apply to a Player drafted from a club outside North America for the first time prior to the 2013 Entry Draft whose rights, under all circumstances, shall continue to be governed by Section 8.6(a)(ii).

(e) A "Bona Fide Offer" is an offer of an SPC which is for a period corresponding to the Player's age as required under Section 9.1(b) of this Agreement, is to commence at the start of the next League Year, offers at least the Minimum Paragraph 1 Salary as set forth in Section 11.12 of this Agreement for each League Year covered by such offer and remains open to the Player for at least thirty (30) days after receipt of the offer by the Player. A Bona Fide Offer may be conditioned upon acceptance by the Player within thirty (30) days and carries no right to salary arbitration.

(f) Except as otherwise provided in this Section, a claimed Player unsigned on the June 1 at 5:00 p.m. New York time next succeeding his draft shall be removed from the Reserve List of the Club that claimed him.

8.10 Age of Players. As used in this Article, "age 18" means a Player reaching his eighteenth birthday between January 1 next preceding the Entry Draft and September 15 next following the Entry Draft, both dates included; "age 19" means a Player reaching his nineteenth birthday by no later than September 15 in the calendar year of the Entry Draft; "age 20" means a Player reaching his twentieth birthday by no later than December 31 in the calendar year of the Entry Draft; "age 21" means a Player reaching his twenty-first birthday by December 31 in the calendar year of the Entry Draft; and "age 22" means a Player reaching his twenty-second birthday by December 31 in the calendar year of the Entry Draft.

9.1 Applicability and Duration. Effective with SPCs entered into after the execution of this

Agreement:

(a) No Club may enter into an SPC with a Rookie that provides for compensation in excess of that permitted by this Article.

(b) Subject to subsection (c) below, the period covered by the SPC for every Rookie, and the number of years that such Player will be in the Entry Level System and subject to the compensation limits set out in this Article, shall be as indicated on the chart immediately below, and during such period, the Player shall be deemed to be a "Group 1 Player":

First SPC Signing Age	Period Covered by First SPC and Years in the Entry Level System and Subject to Compensation Limits
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18-21	3 years
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22-23	2 years
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24	1 year
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25 and older	No required number of years, not in the Entry Level System and not subject to limits on compensation
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9.2 Age of Players. As used in this Article, "age," including "First SPC Signing Age," means

a Player's age on September 15 of the calendar year in which he signs an SPC, regardless of his actual age on the date he signs such SPC.

10.1 (d) Draft-Related Unrestricted Free Agents.

(i) Any Player not eligible for claim in any future Entry Draft pursuant to this Agreement and not on a Club's Reserve List shall be an Unrestricted Free

Agent. Further, any Player eligible for claim in the Entry Draft, but who was unclaimed, shall be an Unrestricted Free Agent subject to the provisions of Section 8.9(b).

(ii) Each Player referred to in subsection (d)(i) above shall, during the period of his Free Agency in accordance with Section 8.9(b), if applicable, be

completely free to negotiate and sign an SPC with any Club, and any Club shall be completely free to negotiate and sign an SPC with such Player, without penalty or restriction subject to the provisions of Article 9 of this Agreement, if applicable, and without being subject to any Right of First Refusal, Draft Choice Compensation or any other compensation or equalization obligation of any kind.

Analysis

Pursuant to Article 8.6 and sub-clauses (i) and (ii) Brooks and Walker need a Bona Fide Offer by June 1st, 2017 at 5:00 p.m. in order for the Leafs to maintain the exclusive right of negotiation until June 1, 2018. Given that clause (iii) applies to players being drafted at 20 who then re-enter the Draft at 22 (i.e. a special rule carve-out) we can infer that sub-clauses (i) and (ii) apply to drafted 20 year olds who do not re-enter the Draft at 22 (i.e. normal case 20 year olds). Note that pursuant to sub-clause (e) a "Bona Fide Offer" is an SPC that corresponds with the permissible signing period for a 20 year old as dictated by Article 9.1(b). An "SPC", as defined by the CBA, is an NHL contract, which pursuant to Article 9.1(b) is for 3 years for 21 year olds like Walker and Brooks. Pursuant to sub-clause (f) of Article 8.6, if neither player receives a Bona Fide offer (i.e. an SPC) by June 1st, 2017 at 5:00 p.m., they will be removed from the Leafs reserve list. In that case, they would be eligible to re-enter the Draft (see Article 8.4(iv) wherein they would have been and therefore have become a Free Agent, but for having been drafted in 2016. Thus, if not signed by the Leafs they are then removed from the reserve list and must re-enter the Draft. They are not Free Agents permitted to sign an SPC with another club. Theoretically, they could sign an AHL deal and wait out their Draft eligibility until Free Agent status, but this is highly unlikely.