

**RETAIL INSTALLMENT CONTRACT**

**MEMBERSHIP AGREEMENT**

Agreement Date: \_\_\_\_\_

Member: \_\_\_\_\_

Authorized Party: \_\_\_\_\_

Phone Nos. (Mobile) \_\_\_\_\_ (Alternate): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_ Account No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION:** \_\_\_\_\_

**ROW:** \_\_\_\_\_

**SEAT(S):** \_\_\_\_\_

**MEMBERSHIP:** This Membership Agreement (the “**Membership Agreement**”) sets forth and describes the terms and conditions of one or more non-equity program memberships (the “**Membership(s)**”) that shall be granted to the Member named above (“**Member**” and also sometimes referred to herein as “**you**” or “**your**”) by GSWA MEMBERSHIPS LLC, a Delaware limited liability company (“**Grantor**”). Grantor is a newly formed entity that has been granted the exclusive right to market, sell and license Memberships by Golden State Warriors, LLC, a California limited liability company that owns and operates the Team (“**GSW**”), and GSW Arena LLC, a Delaware limited liability company that is constructing, and will own and operate, the Arena (“**GSWA**”). Grantor, GSW and GSWA are all wholly-owned by GSW Sports LLC, a Delaware limited liability company (“**HoldCo**”). The number of Memberships granted to Member hereunder shall be equal to the number of Seats set forth above. Certain capitalized terms used in this Membership Agreement have the meanings given to those terms in the Terms and Conditions attached hereto as Exhibit C.

**MEMBERSHIP BENEFITS:** During the Term, Member shall (i) purchase annually from GSW the Warriors Season Tickets, (ii) have the opportunity to purchase from time to time (x) from Event Organizers one or more ticket(s) per Member for certain Events and (y) from GSW Playoff Tickets for each Seat (to the extent applicable) and (iii) receive certain amenities determined by Grantor from time to time (which may include invitations to exclusive Member events and pre-sale opportunities for certain Events), all subject to the Terms and Conditions. For convenience only, and subject to the Terms and Conditions, attached to this Membership Agreement as Exhibit A is a diagram of the Arena, as currently proposed, with the anticipated location of the Seat(s). Member acknowledges that the Arena is yet to be built and may vary from the attached diagram, and, therefore, the actual location of the Seat(s) may vary from the section, row and seat number(s) listed.

**MEMBERSHIP AMOUNT:** For and in consideration of the Membership(s) hereunder, Member agrees to pay to the order of Grantor or its designee, a Membership Amount in the amount indicated in Exhibit B attached hereto. The Membership Amount shall be paid through an initial payment herewith and two (2) or more future installments in accordance with the terms and conditions set forth in Exhibit B attached hereto. If Member chooses to pay the Amount Financed, plus finance charges, over the period of time set forth in Exhibit B attached hereto, Member shall also be deemed a “Buyer,” Grantor shall also be deemed “Seller,” and the Membership Amount shall be deemed the “cash price” hereunder for purposes of such retail installment contract. Payments may be made by check, credit card or ACH debit. Member has chosen to make payment by (Please place an “X” in the box next to your selected option):

Check                       Credit Card                       ACH Debit\*

**CHECKS for payment of the Membership Amount are to be made payable to the Grantor’s designee as follows:**

**“GSW ARENA LLC”**

**Send your check to:**

**GSW Arena LLC  
ATTN: Accounts Receivable  
1011 Broadway  
Oakland, CA 94607**

\*If ACH Debit is selected, You must complete the ACH Authorization Form attached hereto as Exhibit E.

**REPAYMENT OF MEMBERSHIP AMOUNT:** On or before the Expiration Date, Grantor shall pay to Member an amount equal to the total amount of the Membership Amount actually paid by Member to Grantor or its designee (the “**Repayment Amount**”). For the avoidance of doubt, the Repayment Amount shall not include any finance charge paid with respect to any Amount Financed.

**MEMBERSHIP AGREEMENT:** Member covenants and agrees to be bound by this Membership Agreement, including each of the exhibits attached hereto. In addition, Member covenants and agrees to observe all rules, regulations, and policies promulgated from time to time and pertaining to use of the Seat(s) and attendance at Events/Games, including any modifications thereto that may be adopted or administered by an Arena Party or an Event Organizer from time to time. In that regard, Member hereby reaffirms all representations, warranties, covenants and obligations of Member as set forth in the Terms and Conditions.

**EXHIBITS ATTACHED:** Exhibit A—Arena Diagram  
Exhibit B—Membership Amount Payment Terms  
Exhibit C—Terms and Conditions  
Exhibit D—Arbitration Agreement  
Exhibit E—ACH Authorization Form

[Signature page follows.]

**MEMBER:**

[MEMBER NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTOR:**

GSWA MEMBERSHIPS LLC

By: \_\_\_\_\_

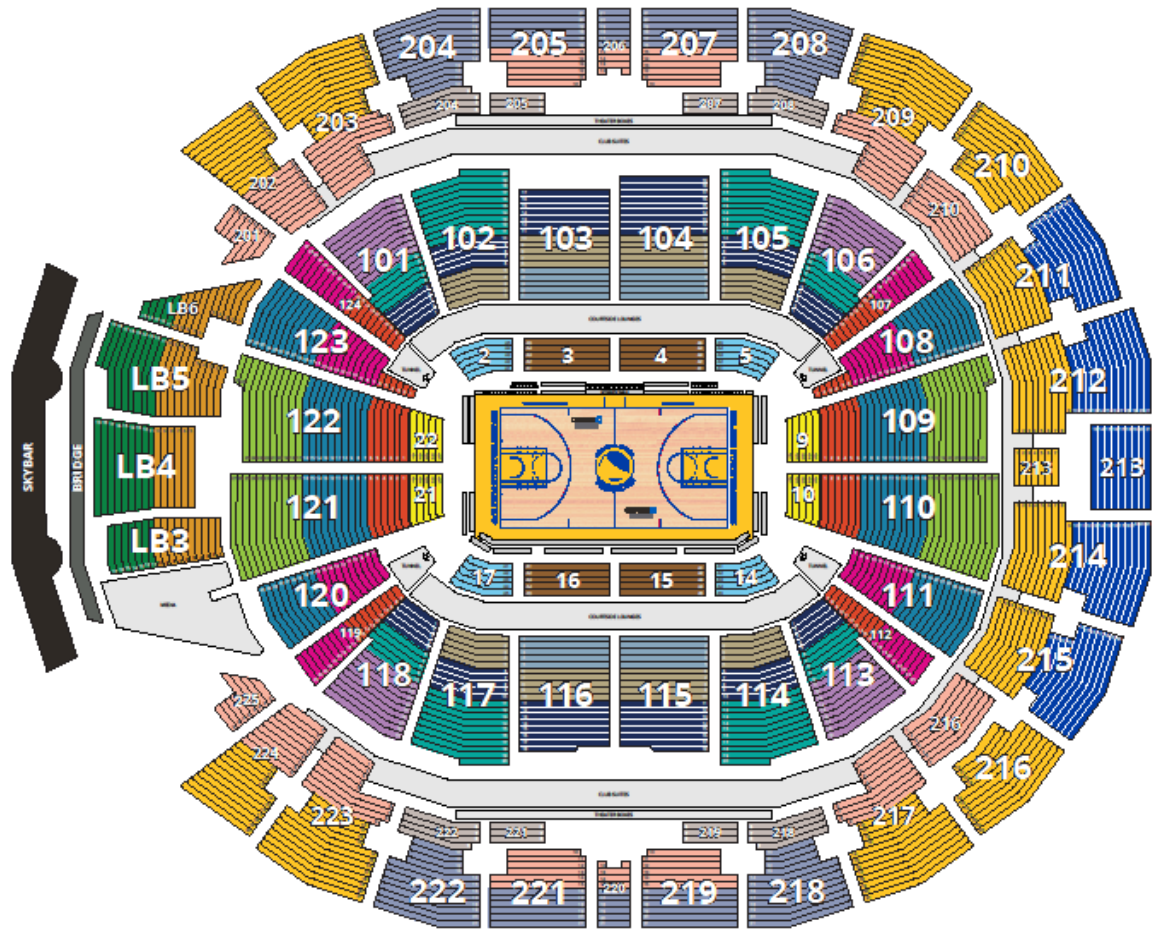
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**You will receive a countersigned copy of this Membership Agreement for your records.**

**EXHIBIT A**  
**ARENA DIAGRAM**



**EXHIBIT B**

**MEMBERSHIP AMOUNT PAYMENT TERMS**

The total consideration/price (the “**Membership Amount**”) to be paid by Member to Grantor or its designee for the Membership(s) granted pursuant to this Membership Agreement, and the terms of payment thereof, are as follows:

Please mark an “**X**” in the box of the selected payment schedule. If Member selects the long-term payment schedule below and desires to participate in the Annual Deferral Option (as defined and described below) with respect to the Amount Financed (as defined below), then Member should also mark an “**X**” in the box next to “Annual Deferral Option” on page 2 of this Exhibit B. Member should then please sign, complete and date this Exhibit B below. If Member has selected the credit card or ACH debit method of payment in the initial payment form provided in connection with this Membership Agreement, Member hereby authorizes Grantor or its designee to charge the credit card or ACH debit account indicated thereon (or a replacement account, if it is necessary that one be provided by Member) on each date set forth below that an installment payment is due (or, as necessary, on the next succeeding business day) for such installment payment. Member should refer to the other provisions of this Membership Agreement for information about nonpayment and default, as well as payment by Grantor of the Repayment Amount.

A. Short-Term Payment Schedule:

Membership Amount: \$\_\_\_\_\_ (\$\_\_\_ per Membership) payable as follows:

- Concurrently with Member’s execution of this Membership Agreement, an initial payment of: \$\_\_\_\_\_ (10% of the Membership Amount);
- On or before February 1, 2020, a payment of \$\_\_\_\_\_ (45% of the Membership Amount); and
- On or before May 1, 2020, a payment of \$\_\_\_\_\_ (45% of the Membership Amount).

Member hereby acknowledges and agrees that it has agreed to obtain the Membership(s) through an initial payment and two (2) future installment payments, without the payment of finance charges. Member hereby acknowledges that this cash installment payment plan requires the payment for the Membership(s) to be made in two (2) installments that are in addition to the initial payment amount set forth above that is paid concurrently with the Member’s execution hereof.

Member promises to make the future installment payments due pursuant to the terms of this Membership Agreement to the order of Grantor or its designee at the address provided by Grantor or its designee. Member shall make such payment on or before the date and in the amount shown in the above payment schedule. If any payment due by Member is not received in full by Grantor or its designee within fifteen (15) days after the applicable payment date, Member will be charged \$15. Member may make such payment early, without penalty or any prepayment charge.

B. Long-Term Payment Schedule:

Membership Amount: \$\_\_\_\_\_ (\$\_\_\_ per Membership) payable as follows:

- Concurrently with Member’s execution of this Membership Agreement, an initial payment of: \$\_\_\_\_\_ (10% of Membership Amount);
- On or before February 1, 2020, a payment of \$\_\_\_\_\_ (15% of the Membership Amount);
- On or before May 1, 2020, a payment of \$\_\_\_\_\_ (15% of the Membership Amount); and
- The balance of the Membership Amount (the “**Amount Financed**”) to be financed and paid, along with finance charges, as provided below.

Annual Deferral Option. If Member elects to participate in the Annual Deferral Option with respect to the Amount Financed, please mark an “X” in this box.

Please see below for consumer disclosures regarding the terms of your payment obligations under this Membership Agreement if Member chooses the long-term payment schedule for the Membership Amount.

**MEMBERSHIP AGREEMENT PAYMENT DISCLOSURE**

**RETAIL INSTALLMENT CONTRACT**

<b>GRANTOR: GSWA MEMBERSHIPS LLC</b>	<b>MEMBER:</b> _____
<b>DESIGNATED PAYEE: GSW ARENA LLC</b>	
<b>1011 Broadway, Oakland, CA 94607</b>	<b>ADDRESS:</b> _____

<b>ANNUAL PERCENTAGE RATE</b> (The cost of your credit as a yearly rate)	<b>FINANCE CHARGE</b> (The dollar amount the credit will cost you)	<b>AMOUNT FINANCED</b> (The amount of credit provided to you or on your behalf)	<b>TOTAL OF PAYMENTS</b> (The amount you will have paid after you have made all payments as scheduled)
7.5%	\$ _____	\$ _____	\$ _____

**Your payment schedule for Amount Financed and finance charges will be:**

<b>Number of payments</b>	<b>Amount of payments</b>	<b>When payments are due</b>
96		<b>First day of each month commencing June 1, 2020</b>

The Amount Financed shall be subject to finance charges beginning May 1, 2020. Finance charges will accrue according to the terms set forth below.

Late Charge: If any payment due is not received in full within 15 days after the applicable payment date, you will be charged \$15.

Prepayment: If you pay off early, you will not have a penalty.

Required Deposit: The annual percentage rate does not take into account your required deposit and first three installment payments (for which there is no finance charge).

**GRACE PERIOD/DEFERMENT:** If you elect to take advantage of the Annual Deferral Option by checking the box next to “Annual Deferral Option” on page 2 of this Exhibit B, then during each 12 month period from May 1<sup>st</sup> through April 30<sup>th</sup> hereunder, beginning with the first period that runs from (but not including) May 1, 2020 through and including April 30, 2021 (each such contract year, a “**Grace Period**”), we will defer the applicable 12 monthly payments within such Grace Period and require only one payment of such cumulated amounts due that have accrued during such Grace Period on the last day (i.e., April 30) of such Grace Period (such annual due date of the cumulated amounts is the “**Annual Deferral Due Date**” and such option to choose such annual deferrals, the “**Annual Deferral Option**”). Thus, if you elect to participate in the Annual Deferral Option, you will have eight (8) annual payments of the Amount Financed and finance charges equal to \$\_\_\_\_\_ that are due on April 30<sup>th</sup> of each Grace Period, commencing with April 30, 2021. No late charge will be assessed if all payments accrued during the Grace Period are paid on the Annual Deferral Due Date.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**ITEMIZATION OF THE AMOUNT FINANCED**

**Itemized Charges:**

<b>1. Total Cash Price/Membership Amount</b>		\$ _____
<b>2. Initial Payment at Signing</b>	(-)	\$ _____
<b>3. Payment made on February 1, 2020</b>	(-)	\$ _____
<b>4. Payment made on May 1, 2020</b>	(-)	\$ _____
<b>5. Unpaid Balance of Cash Price/Membership Amount (Amount Financed)</b>	(=)	\$ _____
<b>6. Finance Charge</b>	(+)	\$ _____
<b>7. Total of Future Payments after May 1, 2020</b>	(=)	\$ _____

Member hereby acknowledges and agrees that it (x) has been given the opportunity to obtain the Membership(s) through an initial payment, and, without the payment of any finance charge, two (2) future installment payments, of the Membership Amount set forth above and (y) has instead agreed to obtain the Membership(s) through installment payments of the Membership Amount made over a longer period of time and subject to a finance charge, all as provided herein.

Member promises to pay the future installment payments due pursuant to the terms of this Membership Agreement to the order of Grantor or its designee at the address provided by Grantor or its designee. Member shall make such payments on the dates and in the amounts shown in the above payment schedule; provided, however, that if the Member elects to participate in the Annual Deferral Option offered by Grantor, then (i) during each Grace Period, Grantor will defer the applicable 12 monthly payments within such Grace Period and require only one payment of such cumulated amounts due that have accrued during such Grace Period on the Annual Deferment Due Date and (ii) no late charge will be assessed if all payments accrued during such Grace Period are paid on the Annual Deferment Due Date.

Beginning on May 1, 2020, an annual rate of 7.5% has been assessed on the Amount Financed pursuant to this Membership Agreement. The finance charge has been precomputed. In the event of a prepayment in full of the Amount Financed, the unearned portion of the finance charge shall be determined using the actuarial method and returned to the Member within thirty (30) days of such full prepayment.



**NOTICE TO MEMBER/BUYER:**

**(1) Do not sign this Membership Agreement before you read it or if it contains any blank spaces that have not been filled in. (2) You are entitled to a completely filled-in copy of this Membership Agreement. (3) You can prepay the full amount due under this Membership Agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.**

**If you have elected to take advantage of the Annual Deferral Option offered by Grantor, then during each Grace Period, we will defer the applicable 12 monthly payments within such Grace Period and require only one payment of such cumulated amounts due that have accrued during the Grace Period on the Annual Deferment Due Date. No late charge will be assessed if all payments accrued during the Grace Period are paid on the Annual Deferment Due Date.**

If Grantor does not enforce its rights every time or upon any particular breach or default of this Membership Agreement, Grantor can still enforce them later. Federal law and California law apply to this Membership Agreement. Member does not have to pay finance charges or other amounts that are more than the law allows.

Any change to this Membership Agreement must be in writing, and each such writing must be signed by both Grantor and Member. Grantor can mail any notice to Member at Member's last address in Grantor's records.

**NOTICE:**

**GRANTOR HAS RESERVED THE RIGHT TO ASSIGN THIS MEMBERSHIP AGREEMENT AS DESCRIBED HEREIN. ANY SUCH ASSIGNEE OF THIS MEMBERSHIP AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT MEMBER COULD HAVE ASSERTED AGAINST GRANTOR.**

**RECOVERY HEREUNDER BY MEMBER AGAINST GRANTOR SHALL NOT EXCEED THE AMOUNT PAID BY MEMBER TO GRANTOR OR ITS DESIGNEE UNDER THE TERMS OF THIS MEMBERSHIP AGREEMENT THAT HAS NOT YET BEEN REPAID TO MEMBER HEREUNDER.**

YOU SHOULD KEEP YOUR COPY OF THIS MEMBERSHIP AGREEMENT WITH YOUR RECORDS, AS IT SETS FORTH THE TERMS AND CONDITIONS OF THIS TRANSACTION.

Member agrees to pay Grantor or its designee a reasonable fee of up to \$15.00 for each returned check. Grantor or its designee can add such fee to the amount(s) Member owes under this Membership Agreement or collect such fee separately. If Member has chosen to make payments for the Membership(s) using the credit card or the ACH debit method of payment, Member promises to provide updated credit card or ACH debit account information, as applicable, to Grantor or its designee should Member's credit card or ACH debit account, as applicable, cease to be valid after the Agreement Date.

**Member acknowledges and agrees that any failure to comply with the terms of this Membership Agreement, including the failure to make any payment in accordance with the applicable payment schedule, shall constitute a default under the terms of this Membership Agreement. Upon Member's default, Grantor shall have all rights and remedies set forth in the Terms and Conditions, including, but not limited to, the right to terminate the Membership(s).**

Any subsequent issuance by Grantor of a Membership(s) associated with the Seat(s) identified in this Membership Agreement following the termination hereof is the reissuance of such Membership(s) for the benefit of a different member.

The undersigned Member hereby acknowledges that before signing this Membership Agreement, Member has received a legible, completely filled-in copy of this Membership Agreement and Member has read it in its entirety and understands and agrees to all of the terms and conditions of this Membership Agreement, including the Arbitration Agreement and the waivers contained in the Arbitration Agreement of any rights to

a jury trial and any rights to participate in class proceedings. By signing this Membership Agreement, Member certifies that the information given in connection with this Membership Agreement is true and correct, authorizes Grantor to verify the information given in connection with this Membership Agreement, and gives Grantor consent to obtain information about Member from a consumer reporting agency (including a credit report) or other sources.

**NOTICE TO BUYER:** (1) Do not sign this Membership Agreement before you read it or if it contains any blank spaces that have not been filled in. (2) You are entitled to a completely filled-in copy of this Membership Agreement. (3) You can prepay the full amount due under this Membership Agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

**MEMBER:**  
[MEMBER NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ **Date**

## EXHIBIT C

### TERMS AND CONDITIONS

1. DEFINED TERMS. Certain capitalized terms used in this Membership Agreement shall have the meanings set forth below. Additional terms are defined elsewhere in this Membership Agreement.
  - (a) “**Agreement Date**” means the date of this Membership Agreement as indicated on the first page of this Membership Agreement.
  - (b) “**Annual Deferment Due Date**” shall have the meaning set forth on page 3 of Exhibit B.
  - (c) “**Annual Deferral Option**” shall have the meaning set forth on page 3 of Exhibit B.
  - (d) “**Arena**” means the arena, known as of the Agreement Date as Chase Center, (i) being constructed by GSWA on the property in San Francisco, California commonly referred to as Mission Bay South Development Blocks 29, 30, 31 and 32, and (ii) that will host Events and serve as the home venue for Team Games.
  - (e) “**Arena Parties**” means GSW and GSWA.
  - (f) “**Comparable Seat(s)**” shall have the meaning set forth in Section 5(c) of this Exhibit C.
  - (g) “**Event(s)**” means events held in the Arena for which tickets of admission are sold to the general public; provided, however, that Events shall specifically exclude Team Games and Excluded Events. For the avoidance of doubt, a series of Events scheduled for multiple performances in a seven (7)-day period shall constitute, collectively, one (1) Event.
  - (h) “**Event/Game**” means any Event and/or Team Game.
  - (i) “**Event Organizer(s)**” means the sponsor of an Event that has the right to sell tickets to the Event pursuant to a contract directly or indirectly with GSWA. If GSWA itself sells tickets to an Event, GSWA will be considered the Event Organizer for that Event.
  - (j) “**Excess Amount**” shall have the meaning set forth in Section 4(d)(i)(3) of this Exhibit C.
  - (k) “**Excluded Event**” means (i) any special event held by a professional sports league (e.g., the NBA All-Star game or draft) or festivities related thereto; (ii) any collegiate-level event (including games) or festivities related thereto; (iii) any event (including games) or festivities related to the Olympics; (iv) any games or related events for any team-sport franchise other than the Golden State Warriors; (v) any events not generally available to the public (e.g., any religious, political or convention events or award shows); and (vi) any events hosted or organized by any governmental, municipal, or quasi-governmental entity.
  - (l) “**Expiration Date**” means the June 30<sup>th</sup> immediately preceding the thirtieth (30<sup>th</sup>) anniversary of the Substantial Completion Date (or if later, the final Team Game at the Arena during the NBA season in which such June 30<sup>th</sup> occurs). By way of example, if the Substantial Completion Date is October 1, 2019, the Expiration Date would be June 30, 2049.
  - (m) “**Grace Period**” shall have the meaning set forth on page 3 of Exhibit B.
  - (n) “**Grantor**” shall have the meaning set forth on the first page of this Membership Agreement.
  - (o) “**GSW**” shall have the meaning set forth on the first page of this Membership Agreement.

- (p) “**GSWA**” shall have the meaning set forth on the first page of this Membership Agreement.
- (q) “**HoldCo**” shall have the meaning set forth on the first page of this Membership Agreement.
- (r) “**Member**” shall have the meaning set forth on the first page of this Membership Agreement.
- (s) “**Member’s Guests**” means all persons or parties permitted by Member (whether by Member’s express permission, acquiescence, or otherwise) to use tickets to any Event/Game that Member has purchased under this Membership Agreement.
- (t) “**Membership(s)**” shall have the meaning set forth on the first page of this Membership Agreement.
- (u) “**Membership Agreement**” shall have the meaning set forth on the first page of this Membership Agreement.
- (v) “**Membership Amount**” shall have the meaning set forth on page 1 of Exhibit B attached hereto.
- (w) “**Minimum Amount**” shall have the meaning set forth in Section 4(d)(i)(3) of this Exhibit C.
- (x) “**NBA**” means the National Basketball Association.
- (y) “**Repayment Amount**” shall have the meaning set forth on the second page of this Membership Agreement.
- (z) “**Seat(s)**” means the seat(s) at the Arena associated with the Membership(s), as indicated by section, row and seat number(s) on the first page of this Membership Agreement, subject to relocation to Comparable Seat(s) as provided herein; upon such relocation, the Comparable Seat(s) shall be, in all respects, the “Seat(s)” associated with the Membership(s) under this Membership Agreement.
- (aa) “**Substantial Completion Date**” shall mean the date that the Arena has been substantially completed as determined by Grantor.
- (bb) “**Team**” means the NBA franchise currently known as the Golden State Warriors.
- (cc) “**Team Game(s)**” means any preseason, regular season or postseason NBA games played by the Team in the Arena, in which the Team is designated as the home team by the NBA. For the avoidance of doubt, the term “**Team Game(s)**” does not include any games played by the Team that are designated by the NBA as a Team home game, but that are scheduled to be played at a location other than the Arena, including, by way of example, games scheduled to be played by the Team at a location other than the Arena during the preseason, in a foreign country or at an alternate facility due to damage to the Arena or relocation of the Team.
- (dd) “**Term**” shall have the meaning set forth in Section 3 of this Exhibit C.
- (ee) “**Transfer Amount**” shall have the meaning set forth in Section 4(d)(i)(3) of this Exhibit C.
- (ff) “**Transferee**” shall have the meaning set forth in Section 4(d)(i)(3) of this Exhibit C.
- (gg) “**Transferor**” shall have the meaning set forth in Section 4(d)(i)(3) of this Exhibit C.
- (hh) “**Warriors Season Tickets**” means season tickets for each Seat for all Team Games in a particular NBA season; provided, however, that tickets for each Seat for Team Games that are postseason

NBA games (“**Playoff Tickets**”) shall be sold and distributed separately, shall be subject to separate pricing and purchase, and are not considered a part of the Warriors Season Tickets.

2. **GRANT OF MEMBERSHIP.** For and in consideration of the payment of the Membership Amount, Member will receive the number of Membership(s) set forth in this Membership Agreement, each of which shall (x) obligate Member to purchase Warriors Season Tickets and (y) grant Member an opportunity to purchase Playoff Tickets (to the extent applicable) and one or more ticket(s) to certain Events, as provided in Section 4 of this Exhibit C and otherwise in accordance with the terms and conditions set forth in this Membership Agreement. **This Membership Agreement gives Member rights of personal privilege only and does not under any circumstance give or grant to Member any leasehold, title, interest or other rights of any kind in any specific real or personal property.**

3. **TERM; REPAYMENT.**

- (a) **Term.** Commencing on the Agreement Date, each Membership and this Membership Agreement will, unless earlier terminated as provided in this Membership Agreement, remain in effect until the Expiration Date (the “**Term**”).
- (b) **Repayment.** On or before the Expiration Date, Grantor shall pay to Member the Repayment Amount. Payments made to Member under this Section 3 shall be delivered to an account designated by Member. It is acknowledged and agreed by the parties hereto that (i) no interest shall be payable to Member with respect to the Membership Amount, (ii) Grantor may, at its option, repay the Repayment Amount or any portion thereof prior to the Expiration Date, without penalty or any prepayment charge, (iii) the total payments made to Member under this Section 3(b) shall in no event be more than the Repayment Amount and (iv) Grantor, at its option, may offset against the repayment of the Repayment Amount any amounts owed at such time to Grantor hereunder.

**Please note:** Grantor currently has no assets other than the exclusive right to market, sell and license Memberships. All of the Membership Amount (together with any finance charge thereon, if applicable) will be paid by, or at the direction of, Grantor to GSWA and all or a portion thereof will be used by GSWA in connection with developing, constructing and operating the Arena. Grantor’s obligation to repay the Repayment Amount shall be non-recourse to the Arena Parties and HoldCo. However, without limiting the foregoing or otherwise creating any obligation to Member, the Arena Parties and HoldCo expect (i) to help fund a Grantor reserve account prior to the Expiration Date in an aggregate amount equal to the Repayment Amount due hereunder on the Expiration Date and (ii) that any such funds would come from the excess cash flow from operations of an Arena Party or other subsidiary of HoldCo or from equity or debt financing contributed to Grantor.

4. **MEMBER RIGHTS AND OBLIGATIONS.**

- (a) **Warriors Season Tickets and Playoff Tickets.** Member will have (i) the obligation to purchase from GSW annually, at a price determined each year by GSW, Warriors Season Tickets for the Seat(s) and (ii) the opportunity to purchase from GSW annually, at a price determined each year by GSW, Playoff Tickets for the Seat(s) (to the extent applicable). Member acknowledges and agrees that (x) if Member has selected the credit card or ACH debit method of payment in the initial payment form provided in connection with this Membership Agreement, then unless Member notifies GSW of Member’s intent to not purchase Warriors Season Tickets within thirty (30) days of receiving an invoice therefor, Member’s payment will automatically be processed for the purchase of Warriors Season Tickets for the applicable season and (y) if Member fails to purchase Warriors Season Tickets in any year on or prior to the payment deadline imposed by GSW for such year, this Membership Agreement, and Member’s rights hereunder, including the ability to purchase Warriors Season Tickets, will terminate as set forth in Section 7 of this Exhibit C.

- (b) Events. To the extent permitted by the Event Organizer for an Event, and subject to GSWA's policies, as in effect from time to time, Member will have an opportunity to purchase from such Event Organizer, at a price determined by such Event Organizer, one or more ticket(s) per Member for such Event before such tickets are marketed and sold by such Event Organizer to the general public for such Event. Grantor makes no guarantee to Member regarding the availability of tickets to a particular Event (on a priority basis or otherwise). Furthermore, Arena seating is subject to reconfiguration for different Events, and an Event Organizer may offer fewer tickets to a particular Event than there are Memberships. Therefore, Member does not have the right to purchase tickets for the Seat(s), or any particular seats in the Arena, for any Event.
- (c) Rights Under Membership. The limited rights granted to Member under this Membership Agreement include the ability and obligation to purchase Warrior Season Tickets, and an opportunity to purchase Playoff Tickets (to the extent applicable) and one or more ticket(s) to certain Events, as described herein. The Membership(s) do(es) not entitle Member to: (i) admission to any Team Games, (ii) admission to any Events, (iii) a reduction or discount in the price of tickets to Events/Games, or (iv) an equity or ownership interest in an Arena Party, the Arena or any part thereof.
- (d) Transfers. Except for a Permitted Transfer, Member may not assign, sell, sublease, pledge, mortgage or otherwise transfer (a "**Transfer**") any Membership.
- (i) Permitted Transfer. A "**Permitted Transfer**" is any of the following Transfers:
- (1) A Transfer to an immediate family member (reasonably acceptable to Grantor) of Member due to the death or disability of Member;
  - (2) A Transfer pursuant to the sale of all or substantially all of the assets of Member to a third party reasonably acceptable to Grantor; or
  - (3) Beginning on the July 1 immediately following the first Team Game at the Arena and subject to Grantor's prior written consent, such consent not to be unreasonably withheld, a Transfer by Member ("**Transferor**") to a third party ("**Transferee**"); provided, that the consideration payable by Transferee in connection with such Transfer (the "**Transfer Amount**") shall not be (x) greater than the Membership Amount and (y) less than the outstanding amount of the Membership Amount payable by Transferor to Grantor as of the date of such Transfer, if any (the "**Minimum Amount**"); provided further that, (i) on the date of such Transfer, an amount equal to the Minimum Amount must be paid in full directly to Grantor or its designee by the Transferee, (ii) the amount by which the Transfer Amount exceeds the Minimum Amount, if any (the "**Excess Amount**"), shall be payable by Transferee to Transferor upon such terms and conditions as Transferee and Transferor may negotiate, (iii) Grantor's obligation to pay the Repayment Amount to Transferor in accordance with Section 3(b) of this Exhibit C shall be reduced by an amount equal to the Excess Amount and (iv) on or prior to the Expiration Date, Grantor shall pay to Transferee an amount equal to the Transfer Amount. For the avoidance of doubt, (x) the Transferor will not be entitled to receive, in the aggregate, hereunder from Transferee and Grantor an amount in excess of the Repayment Amount and (y) the Transferee will not be entitled to receive hereunder from Grantor an amount in excess of the Transfer Amount. Furthermore, the parties hereby acknowledge and agree that, to the extent any payments are made or received among Transferor, Transferee and Grantor in connection with this Section 4(d)(i)(3), Grantor is acting as an agent of Transferor and Transferee to facilitate the transfer of funds.
  - (4) If the Seat(s) associated with a Membership have been designated by GSW as accessible seating for individuals with disabilities and their companions, federal

and state law require that individuals with disabilities be given priority for such Seat(s). Accordingly, in the event Member seeks to transfer the Seat(s), Grantor reserves the right to substitute Comparable Seat(s) as defined in Section 5(c), if available, in the event neither the Transferee nor the Transferee's companion(s) are individuals with disabilities who require the features of accessible seating. If no Comparable Seat(s) are available, Grantor shall have the right to withhold consent to the transfer upon written notice to Member. Member shall have the right, within thirty (30) days thereafter, to terminate this Membership Agreement upon written notice to Grantor, in which event Grantor shall, within sixty (60) days following such notice of termination, pay to Member the Repayment Amount.

- (ii) Attempted Transfer Without Consent. Any attempted Transfer other than a Permitted Transfer consummated in accordance with Section 4(d)(i), will be deemed void ab initio and give Grantor the right, at its sole option, to terminate this Membership Agreement. If Grantor terminates this Membership Agreement, Grantor may reissue the Membership(s) associated with the Seat(s) on terms and conditions established by Grantor in its sole discretion (and Member shall receive the Repayment Amount in accordance with Section 3(b) of this Exhibit C). Member acknowledges and agrees that any subsequent reissuance by Grantor of a Membership(s) associated with the Seat(s) identified in this Membership Agreement following the termination hereof is for the benefit of a new member. If Grantor does not exercise its right to terminate the Membership(s), Grantor may elect to record the Transfer of the Membership(s) to the intended Transferee upon receipt of the applicable transfer fee and acceptance of the executed transfer form required by Grantor.
- (iii) Completion of a Transfer. Notwithstanding anything to the contrary herein, no Transfer will be complete or recognized by Grantor if Member is in default of the terms of this Membership Agreement (including if Member is in default of Member's payment obligations hereunder, unless Grantor permits the assignment of any accrued but unpaid obligations to the Transferee) nor until (x) Member's prospective Transferee has applied to Grantor for the Transfer of the Membership(s) on the form required by Grantor; (y) Member's prospective Transferee has paid to Grantor or its designee the applicable transfer fee established by Grantor, provided that, the transfer fee shall not exceed 5% of the Membership Amount per transferred Membership; and (z) Grantor has recorded the Transfer of the Memberships(s) on the records maintained by Grantor for those purposes. The form of application required by Grantor will contain the prospective Transferee's agreement to assume and perform the obligations of Transferor under this Membership Agreement accruing on and after the date of the Transfer. Only a Permitted Transfer of the Membership(s) will release Transferor from Transferor's obligations under this Membership Agreement unless Grantor expressly releases Transferor in writing. Once Transferor completes the Transfer of its Membership(s) in accordance with this Membership Agreement, Transferor will no longer have any rights, and Grantor will have no further obligation or liability to Member with respect to the Membership(s), or under this Membership Agreement, except as set forth in Section 4(d)(i)(3) of this Exhibit C.
- (e) Request for Access Seating. If Member has a disability or becomes disabled during the term of the Membership Agreement, and the Member's disability requires the features of accessible seating, Member may request seats that have been designated accessible seating for individuals with disabilities and their companions. Such request shall be submitted in writing to GSW. Accessible seating, like all Arena seating, is subject to availability. If Member requests that the Seat(s) associated with the Membership be relocated to accessible seating, GSW shall relocate the Member's assigned seat(s) to accessible Comparable Seat(s), as defined in Section 5(c), if available. In the event GSW notifies Member that there are no accessible Comparable Seat(s) available, Member shall have the right, within thirty (30) days thereafter, to terminate this Membership Agreement upon written notice to Grantor, in which event Grantor shall, within sixty (60) days following such notice of termination, pay to Member the Repayment Amount.

5. RIGHTS RESERVED BY GRANTOR. The Arena Parties expressly reserve the following rights:
- (a) The right to exercise all rights at law or in equity, or as granted under this Membership Agreement, including those rights in connection with a default by Member hereunder, which rights expressly include the termination of this Membership Agreement.
  - (b) The right to check Member's creditworthiness in connection with the Membership(s) and this Membership Agreement; Member hereby authorizes Grantor and its agents, designees, successors and assigns to access Member's credit reports at any time during the period commencing on the Agreement Date and ending on the date that no amount of the Membership Amount (and no finance charges thereon) remains outstanding.
  - (c) The right to improve, alter, restore, expand, or enlarge the Arena, any amenity area, any seating area or any other portion of the Arena, as determined by GSWA in its sole discretion. If, in connection with any such action, GSWA relocates or reconfigures the Arena seating or any amenity area(s), GSW reserves the right to re-designate the specific locations of seats and to modify the assignment of specific seats to Memberships. If GSWA determines that any such modification is necessary, GSW will use good faith efforts to assign to an affected Membership a seat that is comparable to, in terms of court vantage point and access to amenities, the Seat(s) that was/were assigned to the Membership prior to the relocation or reconfiguration, all as determined by GSW in its sole discretion and without regard to the Membership Amount (each such seat, a "**Comparable Seat**"). In the event GSW notifies Member that there is no Comparable Seat(s), then Member shall have the right, within thirty (30) days thereafter, to terminate this Membership Agreement upon written notice to Grantor, in which event Grantor shall, within sixty (60) days following such notice of termination, pay to Member the Repayment Amount.
  - (d) The right to assign, pledge as collateral, encumber, transfer, sell, or lease all or any part of its right, title, or interest in and to the Arena and its appurtenant facilities.
  - (e) The right to assign, pledge as collateral, mortgage, encumber, transfer, or sell all or any part of its rights and obligations under this Membership Agreement to one or more third parties.
  - (f) If the Seat(s) associated with a Membership have been designated by GSW as accessible seating for individuals with disabilities and their companions, the Arena Parties expressly reserve the right to modify the seat(s) assigned to the Membership in the event neither Member nor the Member's companion(s) are individuals with disabilities who require the features of accessible seating. Such reassignment shall only occur during GSW's annual renewal process for season tickets. If GSWA determines that such reassignment is necessary, GSW will use good faith efforts to assign to an affected Membership Comparable Seat(s), as defined in Section 5(c), if available. In the event GSW notifies Member that there are no Comparable Seat(s), Member shall have the right, within thirty (30) days thereafter, to terminate this Membership Agreement upon written notice to Grantor, in which event Grantor shall, within sixty (60) days following such notice of termination, pay to Member the Repayment Amount.
6. USE OF ARENA AND SEAT(S). Member will have access to the Arena and the Seat(s) only upon presentation of a ticket(s) for admission to the applicable Event/Game. To the extent any Membership applies to Seats that are "club seats" at the Arena, Member shall also be entitled to the amenities and other rights, attendant to such "club seats." Member and Member's Guests will be bound by and must observe the terms and conditions upon which tickets for admission to the Arena have been issued, including, but not limited to, any policy adopted with respect to the cancellation, re-scheduling, or postponement of Events/Games. In addition, Member and Member's Guests must at all times maintain proper decorum while using the Seat(s) and in and about the Arena and must abide by the applicable governmental regulations, laws, ordinances, rules, and regulations and by the policies, rules, and regulations that may be adopted from time to time by an Arena Party, Event Organizers and their respective representatives, agents, tenants, subtenants, employees, corporate affiliates and contractors pertaining to the Arena. Member acknowledges that GSWA and Event Organizers may adopt policies, rules, and regulations independently



from GSW relating to Member's attendance at Events/Games and that a violation of any of such policies, rules, and regulations may, in the discretion of Grantor, also constitute a violation of this Membership Agreement. Member will be responsible for any violations of this Membership Agreement by Member's Guests. Member and Member's Guests may be required, as a condition to entry into the Arena, to submit to a search for prohibited items. Without limiting the foregoing, Member specifically agrees that neither it nor any of Member's Guests will:

- (a) bring into the Arena any alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed to the treated person by a physician, any controlled substance;
- (b) permit the Seat(s) or any other seat or area of the Arena to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any other Members or ticket holders;
- (c) film or record for transmission, or transmit, from the Seat(s) or the Arena all or any portion of any Event/Game, or any description thereof, by any means (including, but not limited to, radio, television, or internet broadcasting, whether distributed live or by means of film, tape, digital, streaming, or other technology); or
- (d) tolerate or permit the use of the Seat(s) in violation of this Membership Agreement, including this Exhibit C, or create any nuisance or take any action that either diminishes hazard insurance coverage for the Arena or increases the premium payable for that insurance.

7. TERMINATION. Upon the occurrence of any of the following events, this Membership Agreement and Member's rights hereunder, including Member's ability to purchase Warriors Season Tickets, and opportunity to purchase Playoff Tickets (to the extent applicable) and one or more ticket(s) to certain Events, hereunder, will terminate, and Grantor and the Arena Parties will have no further obligation or liability to Member hereunder or with respect to the Membership(s), other than the obligation to pay the Repayment Amount to Member in accordance with Section 3(b) of this Exhibit C (and Grantor shall have the right to reissue new Membership(s) for the Seat(s) to any other person or party):

- (a) upon Member's failure to purchase Warriors Season Tickets for the Seat(s) by the payment deadline specified by GSW;
- (b) upon the Expiration Date; or
- (c) upon the death of a Member who is an individual (unless, this Membership Agreement is Transferred pursuant to Section 4(d)(i)(1)).

8. DEFAULT. If Member fails to pay when due any Membership Amount or portion thereof, or any finance charge with respect to the Amount Financed, under this Membership Agreement, or otherwise defaults in the performance of any of Member's duties and obligations under this Membership Agreement (including, without limitation, failure to purchase Warriors Season Tickets as required hereunder, maintain proper decorum or abide by the policies, rules, and regulations that may be adopted from time to time by the NBA, an Arena Party and/or an Event Organizer, including, without limitation, with respect to the resale of tickets), Grantor may, at its option, after providing notice to Member:

- (a) authorize any Arena Party or Event Organizers to withhold distribution of tickets to Member, or otherwise deny Member access to the Arena for Events/Games, until the default is cured (if such default is curable); and/or
- (b) terminate this Membership Agreement and Member's rights hereunder, including Member's ability to purchase Warriors Season Tickets, and opportunity to purchase Playoff Tickets (to the extent applicable) and one or more ticket(s) to certain Events, hereunder; provided, however, that

Grantor shall remain obligated to pay the Repayment Amount to Member in accordance with Section 3(b) of this Exhibit C.

Notwithstanding anything to the contrary stated in this Section 8, if you have elected to take advantage of the Annual Deferral Option offered by Grantor, then during each Grace Period, Grantor will defer the applicable 12 monthly payments within such Grace Period and require only one payment of such cumulated amounts due that have accrued during the Grace Period on the Annual Deferment Due Date. No late charge will be assessed if all payments accrued during the Grace Period are paid on the Annual Deferment Due Date.

If any Arena Party or Event Organizer withholds the distribution of tickets for any Event/Game due to a default of Member, then the Arena Party or Event Organizer (as the case may be) may release, reissue, sell, give, use for its own use, or otherwise transfer the tickets (and thus, the use of the Seat(s)) for such Event/Game on terms and conditions established by the Arena Party or Event Organizer (as the case may be) in its sole discretion, without any compensation to Member. After termination of this Membership Agreement, Grantor will thereafter, at any time, have the right to reissue one or more new Membership(s) for the related Seat(s) to any other party and neither Grantor nor any Arena Party shall have any further obligation or liability to Member hereunder (other than Grantor's obligation to pay the Repayment Amount to Member in accordance with Section 3(b) of this Exhibit C) or with respect to the Membership(s).

The foregoing remedies are not to the exclusion of any other right or remedy of Grantor set forth in this Membership Agreement or otherwise available at law or in equity. Member is responsible for all attorneys' fees and costs incurred by Grantor or any Arena Party in the enforcement of this Membership Agreement, whether or not litigation or arbitration is actually commenced.

No waiver by Grantor of any default or breach by Member of its obligations under this Membership Agreement will be construed to be a waiver or release of any other subsequent default or breach by Member under this Membership Agreement, and no failure or delay by Grantor in the exercise of any remedy provided for in this Membership Agreement will be construed a forfeiture or waiver thereof or of any other right or remedy available to Grantor.

9. STRIKES, DAMAGE, DESTRUCTION, ETC.

- (a) Damage of the Arena. In the event of any damage to or destruction of the Arena due to an act of God, natural disaster, contamination, act of terrorism or other force majeure, neither Grantor nor any Arena Party shall have any obligation hereunder to repair such damage or rebuild the Arena. If GSW elects not to repair the damage or rebuild the Arena, and the Arena is no longer used for Events/Games, this Membership Agreement shall terminate as of the date of such damage or destruction, and Grantor shall pay the Repayment Amount to Member in accordance with Section 3(b) of this Exhibit C, and, aside from the payment of such Repayment Amount, Grantor and the Arena Parties shall have no further obligation or liability under this Membership Agreement or with respect to the Membership(s).
- (b) Damage of the Seat(s). Subject to Section 9(a), in the event of any damage to or destruction of the Seat(s) due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders the Seat(s) unusable, GSW shall use good faith efforts to provide Member a Comparable Seat(s) (until the Seat(s) is/are repaired or replaced (if it/they can be repaired or replaced)). If GSW notifies Member that there is no Comparable Seat(s), then Member shall have the right to terminate this Membership Agreement upon written notice to Grantor, in which event Grantor shall pay the Repayment Amount to Member in accordance with Section 3(b) of this Exhibit C.
- (c) Cancellation or Postponement of Event/Game. Member will be bound by the terms and conditions established from time to time by any Arena Party or Event Organizer (as the case may be) for cancellation or postponement of any Event/Game. Neither Grantor nor any Arena Party will have any responsibility or liability to Member on account of any cancellation or postponement or other

failure or deficiency in the conduct of any Event/Game, including, but not limited to, any cancellation on account of any strike or other labor disturbance or any condition in or around the Arena, except, in the case of GSW, to the extent specifically set forth in the tickets issued for Team Games or, if applicable, in the club seat agreement for club seats.

10. ASSUMPTION OF RISK; INDEMNIFICATION.

- (a) None of Grantor, an Arena Party or their respective officers, owners, directors, managers, employees, and agents (collectively, the “**Indemnitees**”) will be liable to Member or responsible for, and Member for itself and each of Member’s Guests assumes, all risk for any loss, damage, or injury to any person or party or to any property of Member or Member’s Guests in or around the Arena arising out of, during, or related to their attendance at any Event/Game at the Arena resulting from any cause whatsoever, including, but not limited to, theft and vandalism, incidents involving other patrons, the consumption of alcoholic beverages by other patrons, injury from thrown or dropped objects, and spills of food or beverages, regardless of whether the personal injury or property damage was caused by or results from, in whole or in part, the negligence or other fault of any Indemnitee, whether sole, joint, active or passive, excepting only those damages, costs or expenses attributable to the gross negligence or willful misconduct of an Indemnitee. Member hereby agrees to assume all responsibility and liability for the consumption of alcoholic beverages by Member and Member’s Guests in or around the Arena, and for the conduct and behavior of Member and Member’s Guests.
- (b) Member agrees to release, defend, indemnify, and hold harmless the Indemnitees from and against any liability, losses, claims, demands, costs, and expenses, including attorneys’ fees and litigation expenses, arising out of or related to (i) any violation of this Membership Agreement or of any applicable laws, rules, regulations or orders by Member or any of Member’s Guests, (ii) the use of alcohol in or around the Arena by Member or any of Member’s Guests, (iii) the conduct or behavior of Member and Member’s Guests, and/or the use of the Seats or the Arena (including the surrounding area) by Member or Member’s Guests, and (iv) any personal injury or property damage occurring in or around the Arena in connection with Member’s or Member’s Guests’ use of the Arena (including the surrounding area) or occupancy of the Seat(s), excepting from this indemnity only those damages, costs or expenses attributable to the gross negligence or willful misconduct of an Indemnitee.
- (c) Member acknowledges that, although not all of the Indemnitees are a party to this Membership Agreement, each Indemnitee that is not a party to this Membership Agreement is an express third-party beneficiary of this Section 10 of Exhibit C of this Membership Agreement and will directly or indirectly receive the benefit of, and may enforce as if a party to this Membership Agreement, the provisions of this Section 10 of Exhibit C.

11. CONSTRUCTION OF THE ARENA.

- (a) Grantor expects, but cannot guaranty, that the Substantial Completion Date will be prior to the start of the 2019-2020 NBA regular season. If on the Substantial Completion Date, (i) the Seat(s) which is/are the subject of this Membership Agreement is/are not included in the Arena, or (ii) the Seat(s) is/are not otherwise available to be provided hereunder, then GSW will use good faith efforts to assign to an affected Membership a Comparable Seat. If before the first Event/Game, GSW abandons its efforts to develop or complete the Arena or GSW determines there are no Comparable Seats as of the Substantial Completion Date or that no Event/Game will ever be held in the Arena for any other reason, then Grantor will notify Member thereof, and by that notice will terminate this Membership Agreement. As soon as is reasonably practical thereafter, Grantor will pay the Repayment Amount to Member. Upon payment of the Repayment Amount to Member, neither Grantor nor any Arena Party will have any further liability or obligation to Member hereunder or with respect to the Membership(s). The right of Member to receive the Repayment Amount set forth in this Section 11(a) is Member’s sole and exclusive remedy as against Grantor or the Arena Parties for the failure to commence or complete construction of the Arena, the failure

to otherwise ever hold any Event/Game in the Arena for any other reason or the unavailability of the Seats and Comparable Seats prior to the first Event/Game.

- (b) In connection with (and after) the initial construction of the Arena, GSWA reserves the right, in the case of construction or design necessity, any Federal, State or local law, ordinance or regulation, NBA regulation or directive, damage or destruction (whether whole or partial), renovation, reconstruction or obsolescence, to alter or change the design or configuration of the Arena, including any change in the location of each of the Seat(s), which changes may affect the original association of the Seat(s) with the Membership(s). Member acknowledges and agrees that, in the event of any change or alteration of Seat locations within the Arena pursuant to this Section 11(b), Grantor shall use good faith efforts to provide Member with a Comparable Seat(s) as and to the extent set forth in Sections 5(c), 9(b) and 11(a) of this Exhibit C.

12. REPRESENTATIONS AND AGREEMENTS OF MEMBER. Member hereby acknowledges, agrees, represents and warrants as follows:

- (a) Member has read and understands the terms of this Membership Agreement and all Exhibits to this Membership Agreement, including this Exhibit C.
- (b) Member is not acquiring any Membership as an investment and has no expectation of profit as an owner of the Membership.
- (c) Member is acquiring the Membership(s) for the ability to purchase tickets to Team Games, and enjoy the Arena amenities, as provided in this Membership Agreement.
- (d) Member is acquiring the Membership(s) for its own use and not with a view to the distribution, transfer, or resale of the Membership(s) to others.
- (e) The rights granted under this Membership Agreement are rights of personal privilege and do not under any circumstances confer upon Member any interest or estate in real property or any leasehold or possessory interest in the Seat(s) or the Arena.
- (f) Member will not have any equity or other ownership interest in either Arena Party, Grantor or the Arena or any of the Arena's facilities and will not have any rights to dividends or other distribution rights from Grantor or any other party described in this Membership Agreement (including any Arena Party) as a result of its Membership benefits under this Membership Agreement, and further will not have any voting rights with respect to any Grantor (or Arena Party) matters as a result of its Membership benefits under this Membership Agreement.
- (g) Member acknowledges that the Transfer of a Membership is restricted and that a Membership is subject to termination under the conditions described in this Membership Agreement.
- (h) Member acknowledges that all or a portion of the Membership Amount(s) will be expended by GSWA to pay for the development, construction and/or operation of the Arena, together with other funds of, or available to, GSWA for such purpose.
- (i) Member acknowledges that neither Grantor nor any other party (including any Arena Party) has made any representations, warranties, or covenants other than as set forth in this Membership Agreement.
- (j) Member acknowledges that in the event that the Arena is not built or completed as anticipated or no Event/Game is ever held in the Arena for any other reason or if the Seats and Comparable Seats are otherwise unavailable prior to the first Event/Game, neither Grantor nor any Arena Party shall have any liability whatsoever, other than Grantor's obligation to pay to Member the Repayment Amount as set forth in Sections 3(b) and 11(a) of this Exhibit C.

- (k) Member has full authority and capacity to enter into and sign this Membership Agreement and carry out its terms and conditions, and, when signed by Member, this Membership Agreement will be a binding obligation of Member, enforceable against Member in accordance with its terms.

13. MISCELLANEOUS.

- (a) All notices, demands and other communications between the parties required or appropriate under this Membership Agreement must be in writing and will be deemed given to: (i) Member, if given by electronic mail, personal delivery or by reputable overnight carrier, addressed as set forth on the first page of this Membership Agreement, and (ii) Grantor, if given by personal delivery or reputable overnight carrier, to the address set forth below:

GSWA MEMBERSHIPS LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel

with a copy to:

GSW ARENA LLC  
and  
GOLDEN STATE WARRIORS, LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel

Notices shall be deemed given upon receipt. Either party may, from time to time, by written notice given to the other party pursuant to the provisions of this Section 13(a), change the address or designees for notices to such party or designate one or more additional persons to whom notices are to be sent.

- (b) Member acknowledges and agrees that upon any assignment of this Membership Agreement by Grantor (other than for the benefit of a secured party solely in connection with a financing and prior to any foreclosure upon the assignee/secured party's interest herein as a result of an uncured default of Grantor thereunder), Grantor will be automatically and fully released from, and Grantor's assignee will be responsible for, all obligations and liabilities of Grantor under this Membership Agreement.
- (c) THIS MEMBERSHIP AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL LAWS AND THE LAWS OF THE STATE OF CALIFORNIA, AND, SUBJECT TO SECTION 13(D) OF THIS EXHIBIT C, JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THIS MEMBERSHIP AGREEMENT WILL EXCLUSIVELY LIE IN THE FEDERAL AND STATE COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, WITHOUT REGARD TO ANY OTHER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.
- (d) The parties will resolve any controversy, dispute or claim arising out of or relating to this Membership Agreement pursuant to the Arbitration Agreement found in Exhibit D attached hereto. In no event shall Member be entitled to recover any amount greater than the Repayment Amount plus any finance charge paid with respect to any Amount Financed.
- (e) This Membership Agreement, and all the terms and provisions hereof, inure to the benefit of and are binding upon the parties to this Membership Agreement and, subject to the provisions of Section 4(d) of this Exhibit C, their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this

Membership Agreement will be effective unless it is in writing and signed by both Grantor and Member.

- (f) Member agrees to pay all taxes associated with entering into this Membership Agreement and holding the Membership(s) and the underlying tickets (including, but not limited to, any admissions taxes), whether presently imposed or imposed in the future by any taxing authority.
- (g) Grantor and Member agree that they may rely upon an electronic copy of this Membership Agreement executed by the other. In that regard, and in order to facilitate execution hereof, this Membership Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Membership Agreement delivered by electronic mail transmittal or by other electronic communication will have the effect of an original, executed instrument. All counterparts of this Membership Agreement will collectively constitute a single instrument; but, in making proof of this Membership Agreement, it will not be necessary to produce or account for more than one counterpart hereof. Each signature page to any counterpart of this Membership Agreement may be detached from the counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Membership Agreement identical thereto except having attached to it additional signature pages.
- (h) If any provision or provisions, or if any portion of any provision or provisions, in this Membership Agreement is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this Membership Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Grantor and Member that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Membership Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of Grantor and Member under the remainder of this Membership Agreement shall continue in full force and effect, unless the amount of the Membership Amount or other charges payable hereunder is thereby decreased, in which event Grantor may terminate this Membership Agreement.
- (i) This Membership Agreement, including these Terms and Conditions and the other Exhibits attached and incorporated thereto and hereto, contains the entire agreement of the parties with respect to the matters provided for therein and herein, and supersedes any written instrument or oral agreement previously made or entered into by the parties to this Membership Agreement or any Membership plan offered by Grantor and/or its agents, including, but not limited to, any advertising, visual presentations, marketing materials, brochures, order forms, and surveys distributed (in any form) by Grantor and/or its agents, with respect to the subject matter hereof.
- (j) Each Arena Party shall be a third-party beneficiary of this Membership Agreement with respect to, and shall be entitled to directly enforce, the rights of an Arena Party and obligations of Member hereunder.

\_\_\_\_\_  
Authorized Party's Initials

\_\_\_\_\_  
Date

**AFFIRMATIVE CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS  
CONCERNING YOUR MEMBERSHIP(S)**

The Member executing this consent in the space below (“**You**”) acknowledges that Grantor or any of the Arena Parties (collectively, “**We**” or “**Us**”) may want to contact You regarding the Membership (s) or notify You of conditions, events and promotions relating to the Arena. Our contact with You may involve sending You e-mails or other electronic communications. In order to ensure that We have obtained Your affirmative consent to receive these communications, You agree as follows:

1. You agree that We can send e-mail and other electronic communications to You at the e-mail address set forth below. You agree to promptly inform Us of any change to Your e-mail address or other addresses. You agree that We can rely upon the information concerning the electronic addresses You have provided to Us.

2. We may send communications to You concerning the following subjects:

- a. Changes in the times or other details of any Events/Games;
- b. Security procedures and policies, and any security alerts;
- c. Parking, traffic, or other transportation updates relating to the Arena;
- d. Special Events (such as concerts and sporting events) scheduled at the Arena;
- e. Information relating to the Membership(s), such as special offers, including any right to purchase tickets to Events;
- f. Offers for affiliated products and services;
- g. account statements, payment alerts, collection matters and required legal notices; and
- h. Other special circumstances in which We may need to contact You.

We will use commercially reasonable efforts to provide accurate information to You and to ensure that the information is delivered to You. However, We cannot guarantee that all communications are error-free or that the messages will in fact be delivered.

3. You may revoke Your agreement to receive e-mail and other electronic communications from Us by making a request, either by using the unsubscribe function in the message You receive from Us or by advising Us in writing at the following address: GSWA Memberships LLC, 1011 Broadway, Oakland, CA 94607, Attention: General Counsel. If You revoke Your authorization, such revocation will not be effective in connection with any prior communication electronically delivered to You by Us pursuant to this agreement.

4. This consent does not change any other agreement between You and Grantor.

5. You may request a free copy of any communication from Us that is delivered electronically by contacting Us at: GSWA Memberships LLC, 1011 Broadway, Oakland, CA 94607, Attention: General Counsel.

6. To access electronic communications from Us, You will need: (i) an internet browser and a computer connection to the internet that allows You to access Microsoft Internet Explorer, Mozilla Firefox or Google Chrome (if You do not use a supported browser, You may not be able to access our site); (ii) an email account; (iii) software that allows You to view files in Portable Document Format in order to view communications from Us; and (iv) a printer capable of printing from Your browser.

7. This Affirmative Consent to Receive Electronic Communications Concerning Your Membership(s) will not be effective until You respond to the confirming email We provide to You at the email address set forth below.

Agreed to:

[MEMBER NAME]

By: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit D

**ARBITRATION AGREEMENT**  
**PLEASE READ CAREFULLY**

**THIS ARBITRATION AGREEMENT PROVIDES FOR RESOLUTION OF ALL DISPUTES, EXCEPT FOR CLAIMS FOR PUBLIC INJUNCTIVE RELIEF, THROUGH FINAL AND BINDING ARBITRATION AND REPLACES THE RIGHT TO GO TO COURT AND HAVE A DISPUTE RESOLVED BY A JUDGE OR JURY. THIS ARBITRATION AGREEMENT ALSO WAIVES YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION LAWSUIT, IN CLASS-WIDE ARBITRATION, OR IN PROCEEDINGS CONSOLIDATED OR JOINED WITH SIMILARLY-SITUATED PERSONS OR ENTITIES.**

**A. Governing Law**

This Arbitration Agreement (“**Arbitration Agreement**”) is contained in a contract evidencing interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (“**FAA**”). In the event a final, binding, and non-appealable judgment finds that the FAA does not apply, this Arbitration Agreement shall be governed by the arbitration law of the State of California.

**B. Waiver of Jury Trial and Agreement to Arbitrate**

Unless the Member executing this Arbitration Agreement (“you”) promptly opt out of arbitration in the manner described below in Paragraph Q, by entering into this Arbitration Agreement you are waiving your right to resolve any “**Dispute**” (defined in Paragraph D below) in any court except a small claims court. Instead, you are agreeing to resolve all Disputes between you and Grantor (“us” or “we”) (together, the “**Parties**”; each individually, a “**Party**”) and “**Related Third Parties**” (defined in Paragraph D below) in binding and mandatory bilateral (i.e., individual) arbitration.

**C. Arbitration Defined**

Arbitration is a process in which persons with a dispute (1) waive their rights to file a lawsuit and proceed in court before a judge or jury; and (2) agree, instead, to submit their dispute to a neutral third person known as an “arbitrator” for a decision resolving the dispute. Each party to an arbitration has an opportunity to present evidence to the arbitrator although the ability to conduct discovery is limited. Arbitration proceedings are private and less formal than court proceedings. The arbitrator will issue a final and binding decision resolving the dispute. That decision may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision.

**D. Scope of this Arbitration Agreement**

For purposes of this Arbitration Agreement, the words “**Dispute**” and “**Disputes**” are given the broadest possible meaning and include, without limitation (1) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Agreement, the validity and scope of this Arbitration Agreement, the matters expressly subject to arbitration under this Arbitration Agreement, and any claim or attempt to set aside or invalidate this Arbitration Agreement or any provision contained within it, including but not limited to the class action waiver (as set forth below in Paragraph E), on the basis of any law, contract defense, or legal theory; (2) all other matters of arbitrability; (3) all federal or state law claims, disputes, or controversies, arising from or relating directly or indirectly to (a) your membership application, (b) your Membership Agreement, (c) your ACH Authorization Form attached hereto as Exhibit E, or (d) the information you gave us before, during, and after entering into those documents (together, referred to as your “**Membership Documents and Agreement**”) and/or any past agreement or agreements between you and us regarding the Membership; (4) all counterclaims, cross-claims, and third-party claims; (5) all common law claims, whether they be based on contract, tort, fraud,



or other common law theories; (6) all claims based upon a violation of any state or federal constitution, statute, or regulation; (7) all claims asserted by us or “**Related Third Parties**” (defined below) against you, including claims for money damages to collect any sum we claim you owe us; (8) all claims asserted by you against us or any of our affiliates (including any Arena Party) and/or any of our or their respective employees, agents, directors, officers, shareholders, governors, managers, members, partners, parent companies, subsidiaries, affiliated entities, successors or assigns (together referred to as “**Related Third Parties**”) arising out of, or related to, your Membership Documents and Agreements; (9) all claims asserted on your behalf by another person; (10) all claims asserted by you as a private attorney general, as a class representative, or in any other representative capacity, or as member of any class or putative class asserting claims against us or any Related Third Parties, except claims for public injunctive relief (referred to as “**Representative Claims**”); and (11) all claims arising from or relating directly or indirectly to the disclosure by us or Related Third Parties of any non-public personal information about you.

#### **E. Class Action Waiver**

By agreeing to this Arbitration Agreement, you are waiving your ability to participate in class action litigation and class-wide arbitration as a class representative, a class member, or in any other capacity.

#### **F. Individual Arbitration**

Unless you opt out of arbitration in the manner described below in Paragraph Q, all Disputes, including any Representative Claims by or against us or Related Third Parties, shall be resolved by binding arbitration on an individual basis with you only. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THE ARBITRATOR SHALL NOT ALLOW YOU OR US OR RELATED THIRD PARTIES TO SERVE (1) AS A REPRESENTATIVE, (2) AS A PRIVATE ATTORNEY GENERAL, OR (3) IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN ANY ARBITRATION. THE ARBITRATOR HAS NO AUTHORITY TO ORDER OR CONDUCT CLASS ARBITRATION.**

#### **G. No Joinder or Consolidation of Claims**

Neither you nor us nor Related Third Parties may join or consolidate claims or Disputes with the claims or disputes of other persons or entities. The arbitrator has no authority or power to order or conduct consolidated or joined proceedings. By entering into this Arbitration Agreement, the Parties are agreeing to resolve all claims and Disputes on a bilateral basis.

#### **H. Small Claims Court**

The Parties, including Related Third Parties, shall retain the right to seek resolution of Disputes in the small claims court for the county of your residence (provided such a small claims court exists) for claims and Disputes within the scope of the small claims court’s jurisdiction. Any claims and Disputes that cannot be resolved in small claims court or over which the small claims court lacks jurisdiction shall be resolved by binding arbitration as provided by this Arbitration Agreement. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration as provided by this Arbitration Agreement.

## **I. Your Covenants and Promises**

### **YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- **YOU ARE GIVING UP YOUR ABILITY TO HAVE A TRIAL BY JUDGE OR JURY TO RESOLVE ANY CLAIM OR DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES, EXCEPT FOR CLAIMS FOR PUBLIC INJUNCTIVE RELIEF;**
- **YOU ARE GIVING UP YOUR ABILITY TO HAVE A COURT EXCEPT A SMALL CLAIMS COURT RESOLVE ANY CLAIM OR DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- **YOU ARE GIVING UP YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND/OR RELATED THIRD PARTIES, EXCEPT FOR CLAIMS FOR PUBLIC INJUNCTIVE RELIEF;**
- **YOU ARE GIVING UP YOUR ABILITY TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND/OR RELATED THIRD PARTIES; and**
- **YOU ARE GIVING UP YOUR ABILITY TO JOIN OR CONSOLIDATE ANY CLAIM OR DISPUTE AGAINST US OR RELATED THIRD PARTIES WITH THE CLAIMS OR DISPUTES OF OTHER PERSONS OR ENTITIES.**

## **J. Initiating Arbitration and Selection of Arbitrator**

Any Party to a Dispute, including Related Third Parties, shall send the opposite Party written notice by certified mail return receipt requested of their intent to arbitrate, even if a lawsuit has been filed. This notice must set forth the subject matter of the Dispute along with the relief requested. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (“AAA”) (1-800-778-7879) (<http://www.adr.org>) or JAMS (1-800-352-5267) (<http://www.jamsadr.com>).

The Party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us or the appropriate Related Third Party in your demand of the arbitration organization you have selected. If we or a Related Third Party demands arbitration, you must notify us or the Related Third Party within twenty (20) days in writing by certified mail return receipt requested of the arbitration organization, the AAA or JAMS, that you wish to select. If you fail to notify us, then we or the appropriate Related Third Party have the right to select the arbitration organization. Arbitration proceedings will be governed by the rules and procedures of the selected arbitration organization or arbitrator, except to the extent such rules and procedures contradict the terms of this Arbitration Agreement, including the limitations on the arbitrator above and below. If the selected arbitration organization or arbitrator has available expedited or limited-discovery rules and procedures, such rules and procedures shall be used except to the extent they contradict the terms of this Arbitration Agreement. You may obtain a copy of the rules and procedures of the AAA and JAMS by contacting them or visiting their websites at the contact information listed above.

You must send your arbitration demand and notice of intent to arbitrate to us or the appropriate Related Third Party in writing at the following address:

GSWA MEMBERSHIPS LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel

with a copy to:

GSW ARENA LLC  
and  
GOLDEN STATE WARRIORS, LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel

**K. An Alternative Arbitrator**

As an alternative to the AAA and JAMS, the parties to an arbitration (i.e., you and either us or a Related Third Party) may agree in writing to select a mutually-agreeable arbitrator who is not affiliated with those organizations. In addition to being mutually agreed upon, any non-affiliated arbitrator must be an attorney in good standing with the applicable attorney bar or bars and must have at least ten years of relevant experience.

If (1) the AAA and JAMS are unavailable or unwilling to arbitrate a dispute covered by this Arbitration Agreement, and (2) the parties to the Dispute are unable to reach an agreement as to an alternative arbitrator, then any party to the Dispute may file a request with a court having jurisdiction for the appointment or designation of an arbitrator. The court to whom the request is made shall designate an arbitrator and dismiss any court proceedings in accord with the court's authority under Sections 2 through 5 of the Federal Arbitration Act.

The unavailability of the AAA or JAMS and/or the inability of the parties to a Dispute to agree on an alternative arbitrator shall not void this Arbitration Agreement nor relieve the Parties and Related Third Parties of their arbitration obligations.

**L. Arbitration Fees and Location**

Regardless of who demands arbitration, unless you request otherwise we or the appropriate Related Third Party will advance your portion of the arbitration expenses, including the filing, administrative, hearing, and arbitrator's fees ("**Arbitration Fees**"). Throughout the arbitration, each party to the arbitration shall bear its, his or her own attorney's fees and expenses, including witness and expert witness fees. Any arbitration under this Arbitration Agreement shall be conducted within thirty (30) miles of your residence or at any other location mutually agreed upon in writing by the parties to the arbitration.

**M. Available Relief**

The arbitrator shall apply applicable substantive law consistent with this Arbitration Agreement. The arbitrator shall also apply applicable statutes of limitation and shall honor claims of privilege recognized at law. The arbitrator may award any relief available under applicable law, subject to the limitations set forth in this Arbitration Agreement. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment.

If the arbitrator renders a decision or an award in your favor resolving the Dispute, then you will not be responsible for reimbursing us or the appropriate Related Third Party for your portion of the Arbitration Fees, and we or the appropriate Related Third Party will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator renders a decision or an award in favor of us or the appropriate Related Third Party then the arbitrator may require you to reimburse us or the appropriate Related Third Party for the Arbitration Fees that were advanced on your behalf, not to exceed the amount which would have been assessed as court costs if the Dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party to the arbitration, the arbitrator shall provide a written explanation for the award. An award may be filed with any court having jurisdiction.

The arbitrator may award you reasonable attorney's fees and expenses if you substantially prevail in arbitration and applicable law does not prohibit such an award. If we or a Related Third Party substantially prevails in arbitration, the arbitrator may not award us or the Related Third Party attorney's fees and expenses unless the arbitrator also finds that you asserted frivolous or fraudulent claims or allegations, in which case the arbitrator may award us or the Related Third Party reasonable attorney's fees and expenses.

#### **N. Pre-Arbitration Settlement Offer and Minimum Recovery Provision**

If you make a written request for a pre-arbitration settlement offer from us or the appropriate Related Third Party in the manner described below and the arbitrator awards you damages in an amount greater than our or the Related Third Party's last pre-arbitration settlement offer, we or the Related Third Party will be liable to you for the greater of \$5,000 or the arbitrator's damages award, exclusive of any other relief the arbitrator may award you, including reasonable attorney's fees and expenses. For purposes of this Paragraph N only, if you properly request a pre-arbitration settlement offer and we or the Related Third Party do not make one, the Parties shall treat the last pre-arbitration settlement offer as being for zero dollars. Any request for a pre-arbitration settlement offer must be made in writing and submitted to one of the below listed addresses:

1. GOLDEN STATE WARRIORS, LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel
2. [membershiplegalnotice@warriors.com](mailto:membershiplegalnotice@warriors.com)

To be valid, a request must include your name, address, account number or social security number, the date of your Membership Agreement, and a clear and accurate description of your claims and any supporting facts. We or the Related Third Party shall have fourteen (14) days to respond to your request. If you file arbitration or, to the extent permitted herein, court proceedings before the fourteen (14) day period runs, you will forfeit any rights and benefits provided by this Paragraph N (the remainder of the Arbitration Agreement will remain in full force and effect). Although we and Related Third Parties are entitled to make more than one pre-arbitration settlement offer, if only one offer is made that first offer shall be considered the last offer for purposes of this Paragraph N regardless of whether you make additional requests for pre-arbitration settlement offers. This Paragraph N shall only apply to a damages award you obtain based on the same or materially similar claims and supporting facts as those set forth in your request for a pre-arbitration settlement offer.

#### **O. Survival of this Arbitration Agreement**

This Arbitration Agreement will survive: (1) termination or changes in your Membership Documents and Agreements, or the relationship between us concerning, related to, or arising out of your Membership

Documents and Agreements; (2) the bankruptcy of any Party or Related Third Party; and (3) any transfer, sale, or assignment of your Membership Documents and Agreements, or any amounts owed to any other person or entity.

This Arbitration Agreement benefits and is binding upon you, your respective heirs, successors, and assigns. It also benefits and is binding upon us, our successors and assigns, and Related Third Parties and their successors and assigns. The Arbitration Agreement continues in full force and effect even if your obligations have been paid or discharged through bankruptcy. The Arbitration Agreement survives any termination, amendment, expiration, or performance of any transaction between you and us or you and a Related Third Party and continues in full force and effect unless you and we otherwise agree in writing.

If any of this Arbitration Agreement is held invalid, the remainder shall remain in full force and effect. That notwithstanding, if any final, binding, and non-appealable judgment finds that this Arbitration Agreement cannot be enforced without permitting class arbitration or consolidated proceedings, the entirety of the Arbitration Agreement shall be null and void and neither you nor us or Related Third Parties shall be entitled to arbitrate claims or Disputes. A final, binding, and non-appealable judgment finding that this Arbitration Agreement cannot be enforced without permitting class arbitration or consolidated proceedings shall not be binding in any proceedings involving persons or entities who were not parties to that judgment.

#### **P. Privacy and Confidentiality of Arbitration Proceedings**

Unless you and we or Related Third Parties, as appropriate, agree in writing to amend this Paragraph P, any arbitration proceedings, including any hearings and any documents filed or exchanged, shall remain private and confidential. Neither the arbitrator nor the parties to an arbitration proceeding (or their counsel) shall disclose the contents of any proceedings to any third parties except Related Third Parties (and their successors and assigns, as appropriate). That notwithstanding, Paragraph P and the resulting privacy and confidentiality obligations shall not prevent any party to an arbitration proceeding from disclosing matters (i) if required by legal process or the NBA, (ii) to such party's or affiliate's lenders or (iii) if necessary to enforce an arbitration award. In the event disclosure is required, only the minimum disclosure capable of satisfying the legal process or enforcing the arbitration award is permitted.

#### **Q. Opt Out Process**

You may choose to opt out of the Arbitration Agreement, but **only** by following the process set forth in this Paragraph Q. If you do not wish to be subject to this Arbitration Agreement, then you must notify us in writing within sixty (60) calendar days of the date of this Arbitration Agreement at one of the following addresses:

1. GSWA MEMBERSHIPS LLC  
1011 Broadway  
Oakland, CA 94607  
Attention: General Counsel
2. [membershiplegalnotice@warriors.com](mailto:membershiplegalnotice@warriors.com)

**Your notice must include your name, address, account number or social security number, the date of this Arbitration Agreement, and a statement that you wish to opt out of this Arbitration Agreement. It is not sufficient to telephone us; you must give written notice. If you choose to opt out your choice will apply only to the Membership Documents and Agreements in which this Arbitration Agreement is contained and will not apply to any other arbitration agreements between**

**you and us and any third parties (including Related Third Parties) or any other arbitration agreements that you or us or Related Third Parties are entitled to enforce.**

**R. Interpreting this Arbitration Agreement**

The purpose of this Arbitration Agreement is to give binding effect to the Parties' intent to resolve all claims and Disputes through binding bilateral arbitration. Any ambiguities in this Arbitration Agreement should be construed in favor of resolving all claims and Disputes exclusively through binding bilateral arbitration (with the caveat that the Arbitration Agreement also expressly permits the Parties and Related Third Parties to seek resolution of claims and Disputes in small claims court in certain instances). In addition, the terms "and", "or", and "and/or" should be construed conjunctively or disjunctively or both conjunctively and disjunctively, as appropriate, so as to promote the Parties' intent to resolve all claims and Disputes exclusively through binding bilateral arbitration. Finally, both the singular and plural of the terms "claim" and "Dispute" appear in this Arbitration Agreement. The decision to use the singular or the plural in any particular sentence is aimed at promoting readability—nothing should be inferred from the use of the singular or the plural in any particular sentence that would be inconsistent with the Parties' intent to resolve all claims and Disputes exclusively through binding bilateral arbitration.

**BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT AND THAT YOU ARE BINDING YOURSELF TO THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION PROVISIONS.**

**MEMBER:**

[MEMBER NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

ACH AUTHORIZATION FORM

\_\_\_\_\_ (“**Member**”) authorizes GSWA Memberships LLC (“**Grantor**”) or its designee, agent or employee to initiate electronic debit entries to the account indicated below and Member authorizes the financial institution (“**BANK**”) named below to debit these entries from Member’s account to satisfy the Membership Amount in accordance with the payment terms set forth in **Exhibit B** of the Membership Agreement entered into by Member and Grantor (the “**ACH Authorization**”). This ACH Authorization includes amounts due to Grantor on each Annual Deferral Due Date if Member has elected to participate in the Annual Deferral Option by checking the box next to “Annual Deferral Option” on page 2 of **Exhibit B** of such Membership Agreement. This ACH Authorization will remain in effect until it is revoked (in the manner set forth below) or until Grantor or its designee or BANK has sent Member ten (10) days’ written notice of Grantor’s or its designee’s or BANK’S termination.

Any termination of this ACH Authorization will not relieve Member of its obligation to make its payments when due under such Membership Agreement.

*Right to stop payment and procedure for doing so.* If Member has told Grantor in advance to make regular payments out of Member’s account, Member can stop any of these payments. Here’s how:

Call Grantor at (510) 986-2200, or write Grantor at [membershiplegalnotice@warriors.com](mailto:membershiplegalnotice@warriors.com), in time for Grantor to receive Member’s request 3 business days or more before the payment is scheduled to be made. If Member calls, Grantor may also require Member to put Member’s request in writing and get it to Grantor within 14 days after Member calls.

*Varying amounts.* This ACH Authorization will never be used to obtain from Member’s bank account amounts in excess of those contemplated by this Agreement.

*Liability for failure to stop payment of preauthorized transfer.* If Member orders Grantor to stop one of these payments 3 business days or more before the transfer is scheduled, and Grantor does not do so, Grantor will be liable for Member’s losses or damages.

**MEMBER**  
[MEMBER NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name and address of financial institution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

ABA Number: \_\_\_\_\_

**TERMS AND CONDITIONS RELATING TO THE  
GOLDEN STATE WARRIORS SEASON TICKETS FOR THE 2019-20 SEASON**

**By submitting payment, you agree to comply with the Warriors' policies and procedures regarding season tickets, including the following terms and conditions:**

**1. Ticket Rights:** Season tickets and all rights attendant thereto are owned by Golden State Warriors, LLC (the "Warriors"). All rights granted to the purchaser ("you" or the "season-ticket holder") of season tickets under this agreement constitute a revocable license to attend designated home games of the Golden State Warriors NBA basketball team (the "Club") to be played at Chase Center in San Francisco, California. Only the first listed name on any account shall be recognized as the season-ticket holder (provided that with regard to explicitly identified corporate accounts, any authorized corporate officer may act), which is the same name that currently appears on the front of this form.

**2. Preseason and Regular Season:** Tickets purchased hereunder entitle the holder thereof to admission to specific preseason and regular season home games of the Club for the 2019-2020 NBA season. Admission to any Club playoff game(s) is not included with your purchase of season tickets. In the sole discretion of the Warriors you may be entitled to purchase playoff tickets for the Club's home playoff games (if any) at prices and under terms (including the deadline for such purchase) established by the Warriors. The availability of such playoff tickets, however, is subject to existing or future commitments of the NBA and the Warriors, including commitments to the press and national broadcast partners. Furthermore, the Warriors reserve the right to offer you a different seat location, with respect to any playoff tickets.

**3. Pricing Privileges:** During the first five (5) NBA seasons played by Club at Chase Center, the purchase price for season-ticket holder's seat(s) ("Purchase Price") shall increase by no more than 7.5% per year (i.e., over the Purchase Price for such seat(s) during the previous NBA season played by Club at Chase Center).

**4. Renewal Privileges:** A season-ticket holder will generally have an opportunity to purchase season tickets to the Club's home preseason and regular season games for the 2020-2021 NBA season ("2020-21 Season Tickets") on terms to be established by the Warriors. However, such opportunity may be withdrawn should season-ticket holder fail to comply with these terms and conditions or otherwise default in the performance of any applicable duties or obligations under the Membership Agreement.

**5. AUTOMATIC RENEWAL: IN THE EVENT THAT THE WARRIORS OFFERS SEASON-TICKET HOLDER AN OPPORTUNITY TO PURCHASE 2020 PLAYOFF TICKETS AND 2020-21 SEASON TICKETS, THEN DURING JANUARY 2020 THE WARRIORS SHALL PROVIDE TO SEASON-TICKET HOLDER AN INVOICE FOR THE PURCHASE OF 2020 PLAYOFF TICKETS AND 2020-21 SEASON TICKETS, WHICH INVOICE SHALL SET FORTH THE AMOUNT TO BE CHARGED FOR SUCH TICKETS. IF SEASON-TICKET HOLDER HAS SELECTED THE CREDIT CARD OR ACH DEBIT METHOD OF PAYMENT, THEN UNLESS SEASON-TICKET HOLDER NOTIFIES THE WARRIORS OF SEASON-TICKET HOLDER'S INTENT TO NOT PURCHASE 2020 PLAYOFF AND 2020-21 SEASON TICKETS BY CALLING 888-GSW-HOOP WITHIN THIRTY (30) DAYS OF RECEIVING AN INVOICE THEREFOR, SEASON-TICKET HOLDER'S PAYMENT WILL AUTOMATICALLY BE PROCESSED FOR THE PURCHASE OF 2020 PLAYOFF AND 2020-21 SEASON TICKETS IN THE AMOUNT SET FORTH IN SUCH INVOICE. TO CANCEL, SEASON-TICKET HOLDER MUST CALL 888-GSW-HOOP WITHIN THIRTY (30) DAYS OF RECEIVING AN INVOICE FOR 2020 PLAYOFF AND 2020-21 SEASON TICKETS. BY INITIALING IN THE SPACE PROVIDED BELOW, SEASON-TICKET HOLDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING AUTOMATIC RENEWAL TERMS AND CONDITIONS:**

**Initials:**

\_\_\_\_\_

**6. Non-Transferability:** Season-ticket accounts and all rights attendant thereto are non-transferable. All season tickets will be shipped to a single address. Request for a change of address must be in writing and signed by the season-ticket holder. Sale or resale (or attempted sale or resale) of any Club tickets by unauthorized means is prohibited, and violation of this policy may result in cancellation of season tickets without refund or other compensation. Authorized resale of your tickets via online means is limited to NBAtickets.com, and subject to the terms and conditions thereon.

**7. Payments:** Please check the applicable box below:

- Please charge the same credit card that was provided in connection with my Chase Center membership
- Please use the following alternate form of payment: \_\_\_\_\_ [INSERT] \_\_\_\_\_

The right to purchase and receive playoff and season tickets may be revoked by the Warriors for failure to make payment(s) as and when due, and no amount paid by you (or on your behalf) shall be refunded by the Warriors. In addition, the Warriors reserve all equitable and legal remedies, including collection of any unpaid amount(s).

**8. NBA policy:** The NBA, Warriors and Chase Center are committed to creating a safe, comfortable and enjoyable sports and entertainment experience. NBA fans have a right to expect an environment where: (a) players respect and appreciate each and every fan; (b) guests will be treated in a consistent, professional and courteous manner by all arena and team personnel; (c) guests will enjoy the basketball experience free from disruptive behavior, including foul or abusive language and obscene gestures; (d) guests will consume alcoholic beverages in a responsible manner. Intervention with an impaired, intoxicated or underage guest will be handled in a prompt and safe manner; (e) guests will sit only in



their ticketed seats and show their tickets when requested; (f) guests will not engage in fighting, throwing objects or attempting to enter the court, and those who engage in any of these actions will be immediately ejected from Chase Center; (g) in accordance with applicable law, smoking is not permitted in Chase Center; (h) obscene or indecent messages on signs or clothing will not be permitted; and (i) guests will comply with requests from Chase Center staff regarding arena operations and emergency response procedures. The Chase Center staff has been trained to intervene where necessary to help ensure that the above expectations are met, and guests are encouraged to report any inappropriate behavior to the nearest usher, security guard, or guest services staff member. Examples of inappropriate behavior include, but are not limited to: verbally instigating any player, coach, referee, fan, or any other person involved in the game; making any physical contact or attempting to make such contact with any player, coach, referee, fan or any other person involved in the game; using any obscene gestures; unreasonably interrupting the game; and a general display of inappropriate or abusive behavior. Guests who choose not to adhere to these provisions, or any other policy of the Warriors, NBA or Chase Center, may be subject to ejection without refund, revocation of season tickets, and/or cancellation of the season-ticket holder's account, and may also be in violation of local ordinances resulting in possible arrest and prosecution. You agree to be responsible for the conduct of all guests using tickets provided under this agreement.

**9. Disputes:** The resolution of all disputes regarding tickets subject to this agreement and any rights that may arise from their purchase or possession shall be made by the Warriors in its sole discretion. To the fullest extent permitted by law, all such decisions by the Warriors will be final and binding. Breach of any of the terms of this license shall also subject the season-ticket holder to all legal remedies available to the NBA and the Warriors.

**10. LIMITATION OF LIABILITY: THE LIABILITY OF THE WARRIORS AND ITS AFFILIATES FOR DAMAGES OF ANY KIND ARISING OUT OF THE PURCHASE, POSSESSION OR USE OF A SEASON TICKET, INCLUDING BREACH OF CONTRACT, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE SEASON-TICKET HOLDER'S UNUSED TICKETS. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL THE WARRIORS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**11. WAIVER OF LIABILITY FOR PERSONAL INJURY: THE HOLDER OF ANY TICKET ISSUED BY THE WARRIORS VOLUNTARILY ASSUMES ALL RISKS AND DANGER OF LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY (INCLUDING DEATH) AND ALL OTHER HAZARDS ARISING FROM OR RELATED IN ANY WAY TO THE EVENT FOR WHICH THE TICKET IS ISSUED, HOWEVER SO CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT.**

**12. Image Rights:** The season-ticket holder grants permission to the NBA (and its designees and agents) to utilize the season-ticket holder's image, likeness, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event in any medium, whether now known or hereinafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation.

**13. Policies and Procedures:** The season-ticket holder and the season-ticket holder's belongings may be searched upon entry to Chase Center, and the season-ticket holder consents to such searches and waives any related claims that might arise against the NBA and/or the Warriors. If the season-ticket holder elects not to consent to such searches, the season-ticket holder will be denied entry into Chase Center. The Warriors and the NBA reserve the right to modify from time to time any of its respective policies and procedures, including, but not limited to, those relating to the licensing of season tickets.