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**Summary of Certain Provisions of Warriors Settlement Agreement and Related
Amendment to License Agreement**

Note: This is only a summary of the provisions contained in proposed agreements that are attached. Please review the entire agreements.

Settlement Agreement

- Mutual Release of Claims
 - Resolves all pending disputes, including those in litigation and those threatened.
 - Leaves intact all court judgments Authority has obtained against Warriors
- Payments (see attached Estimated Settlement Payments chart)
 - Authority pays the Warriors total of:
 - amount to resolve past years premium seating marketing payments
 - amount of parking and concession revenues withheld from Warriors
 - refund for payment for suite tickets
 - Warriors pay the Authority total of:
 - amount of facility fee AAA judgment
 - amount of facility fees since calculation of judgment
 - amount of attorneys' fees judgment in AAA arbitration
 - amount of attorneys' fees claim for appeal of JAMS judgment
 - certain past due accounts receivable for services provided by SMG
 - This will result in a net payment of about \$4.8 million to the Warriors, approximately \$3.7 of which is parking and concession payments withheld from the Warriors
- Requires modifications to the License agreement outlined below

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- Requires Authority to absorb costs of installation and removal of Internet Café as part of day of game set-up, but not of similar future installations
- Provides for the Warriors agreement to consent, when requested by the Authority, to the assignment to the Authority of the rights and obligations of OACC and the subsequent dissolution of OACC

Amendment to License Agreement

- **Premium Seating Marketing Group/Non-Season Ticket Sales Group**
 - Sets amount of payment to Warriors at \$675,000 per year for Premium Seating Marketing
 - Deletes references to Non-Season Ticket Sales groups and Licensee's payment of those costs
- **Naming Rights**
 - Gives Warriors 4 years to sell naming rights, after which Authority has option to take back the right to sell
 - Share of revenue if Authority sells name—Warriors will to “swap” shares
 - Places restriction on name—no tobacco or alcohol products or sexually explicit names
 - Provides for certain minimum displays of the name
 - Net proceeds of naming rights revenues divided
 - first \$250,000 to the Authority
 - next \$500,000 to Warriors
 - over \$750,000 split 40% to Authority, 60% to Warriors
 - net proceeds defined as revenue to Warriors for tax purposes, less only agency fees to sell
- **Suite Tickets for Non-Warriors Events**
 - Warriors receive all tickets for Non-Warrior Arena Events at cost to the Authority (\$0 in most cases); Warriors will purchase if certain criteria are met. In any event, the Authority will not be required to buy tickets for the Warriors suite holders
 - Establishes value of suite tickets for facility fees
 - Suite holders must pay for parking, except Warriors

- Warriors prohibited from selling individual tickets

- **Applicable Standard**
 - Provides for auditor to determine whether the maintenance and operation of the building meets applicable standard (up-grades and capital expenditures specifically excluded)
 - Parties jointly provide auditor with scope of work and auditor communicates with parties only jointly; right of appeal for fraud or if the auditor exceeds the scope
 - Sets a procedure for resolution of disputes over on-going operation and maintenance of the Arena
 - Prohibits arbitration over applicable standard until procedure has been completed

- **Mandatory Mediation**
 - Requires a stay of all arbitration claims and counterclaims until the parties submit to mandatory, non-binding mediation

- **Negative Incentives for failure to pay**
 - Allows offsets against parking and concession revenues of reimbursable charges relating to operations that are not disputed by Warriors within 30 days

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into effective as of _____, 2003, by and among (i) **Oakland Alameda County Coliseum Authority**, a joint exercise of powers authority (the "Authority"); (ii) **Oakland Alameda County Coliseum, Inc.**, a California non-profit corporation ("OACC"); and (iii) **Golden State Warriors (formerly known as CC Partners)**, a California general partnership (the "Warriors").

Whereas, on May 3, 2001, the Warriors filed an arbitration demand commencing an arbitration proceeding before the American Arbitration Association (the "AAA Arbitration I"). The Authority filed a response and cross-complaint in the AAA Arbitration I on May 21, 2001. Arbitrator Yaroslov Sochynsky severed the proceedings into two separate phases and held hearings on Phase I of the AAA Arbitration I in October 2001. An award in Phase I of the AAA Arbitration I (the "Phase I AAA Award") was issued on March 12, 2002 which, among other things, awarded the Authority money damages for the Warriors' failure to pay facilities fees.

Whereas, the Alameda County Superior Court confirmed the Phase I AAA Award and, on November 19, 2002, entered judgment in favor of the Authority and the OACC and against the Warriors (the "AAA Phase I Judgment") in the amount of \$2,058,149.34. The Warriors filed an appeal of the AAA Phase I Judgment with the California Court of Appeal on January 6, 2003. The appeal is pending. Phase II of AAA Arbitration I ("AAA Arbitration I Phase II") is still pending.

Whereas, on February 10, 2003, the Warriors filed an arbitration demand commencing an arbitration proceeding before the American Arbitration Association ("AAA Arbitration II"). AAA Arbitration II is pending.

Whereas, the parties now desire to compromise various claims and disputes arising out of the License Agreement, dated July 15, 1996, as amended, among the Authority, the OACC and the Warriors, and, except as set forth herein, to resolve all pending litigation proceedings between them.

Wherefore, the parties agree as follows:

1. **Amendment No. 2 to License Agreement**

Simultaneously with the execution and delivery of this Settlement Agreement, the Authority, the OACC and the Warriors shall duly execute and deliver an Amendment No. 2 to the License Agreement (the "Amendment") in the form attached hereto as Exhibit A.

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2. Payment, Accountings and Covenants

2.1 The Warriors hereby warrant and represent that the itemization and accounting set forth in Exhibit B is true and correct. Upon the execution of this Settlement Agreement, the Warriors shall pay to the Authority the following:

- (a) The full amount of the AAA Phase I Judgment equal to \$2,058,149.34, as set forth in Exhibit B.
- (b) The full amount of all facility fees due and owing pursuant to the Warriors' specific performance obligation under AAA Phase I Judgment for the period January 9, 2001 through March 31, 2003 equal to the principle amount of \$1,659,882.58, plus interest through June 30, 2003, as set forth in Exhibit B.
- (c) The full amount of the award of fees and costs, including interest through June 30, 2003 (\$50,007.75), rendered by the Alameda County Superior Court on February 13, 2003 for work performed by the Authority's counsel in order to obtain confirmation of the AAA Phase I Award.
- (d) The full amount of the award of fees and costs, including interest through June 30, 2003 (\$130,165.60), rendered by the San Francisco Superior Court for work performed by the Authority's counsel in order to obtain affirmance on appeal of a judgment against the Warriors arising out of a prior proceeding known as the JAMS arbitration.
- (e) The amount of \$_____ for certain fees and expenses incurred by or on behalf of the Warriors relating to the operation of the New Arena.

Upon payment by the Warriors, the Authority and OACC agree to execute and deliver to the Warriors two forms of satisfaction of judgment showing that the amounts paid under (a), (b), (c), (d) and (e) above have been paid in full satisfaction of (1) the AAA Phase I Judgment and (2) full satisfaction of the judgment arising against the Warriors arising out of the prior proceeding known as the JAMS arbitration.

2.2 The Authority hereby warrants and represents that the itemization and accounting set forth in Exhibit C is true and correct. Upon the execution of this Settlement Agreement, the Authority shall pay to the Warriors the following:

- (a) The full amount of Parking and Concession Revenues due and owing to the Warriors for the years prior to the 2003-04 NBA Season in the principal amount of \$3,639,592.54, plus interest through June 30, 2003, as set forth in Exhibit C.

- (b) The sum of \$3,375,000 representing satisfaction of the Warriors claim for the Premium Seating Marketing Group.
- (c) The full amount of payments made to the Authority by the Warriors for Luxury Suite tickets for non-Warriors events in the principal amount of [\$2,000,864.71], plus interest through June 30, 2003 as set forth in Exhibit C.

- 2.3** The parties agree that the amounts due to the Authority pursuant to Section 2.1 shall be subtracted from the amounts due to the Warriors and that the balance ("Net Balance") shall be paid to the Warriors or to the Authority, as the case may be. The Net Balance shall bear interest at 10% from September 16, 2003 until paid. The Net Balance, including interest, shall be paid to the Warriors or the Authority, as the case may be, within ___ business days after the effective date of this Settlement Agreement.
- 2.4** The parties hereto agree that hereinafter the cost of installing and removing the Internet Café is to be borne by OACC pursuant to Section 15.5 of the License Agreement; provided, however, that Licensee shall be responsible for removing and reinstalling future similar removable installations used in connection with Home Games for the entertainment of fans as provided in Section 15.5..

The Warriors shall provide the Authority and OACC with executed copies of the letters attached hereto as Exhibit D concerning the Warriors' consent to the assignment of OACC's rights, interests and obligations to the Authority as successor operator under Section 18.2 of the License Agreement.

3. Limited Mutual Releases

- 3.1** Except as expressly set forth herein, as of the effective date of this Settlement Agreement, (a) the Authority and the OACC, for themselves and on behalf of their predecessors, successors and assigns, fully and forever release and discharge the Warriors, and each of its employees, agents, other representatives, shareholders, partners, members, officers, directors, predecessors, successors and assigns, and (b) the Warriors, for itself and on behalf of their predecessors, successors and assigns, fully and forever release and discharge the Authority and the OACC, and each of the Authority's and the OACC's employees, agents, other representatives, shareholders, partners, members, officers, directors, commissioners, predecessors, successors and assigns, from any and all claims, rights, demands, liabilities, obligations, damages, actions, and causes of action, of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, which either party now has or claims to have arising out of (or in any way connected with), based upon or related to the (i)AAA Arbitration I, Phase II, (ii) The AAA Arbitration II, (iii) the

execution and implementation of a Project Agreement between Foster Interstate Media, Inc. and the Authority, (iv) the construction and lease of office space to the Oakland Athletics, and/or (v) claims with respect to the Non-Premium Ticket Sales Group (collectively, "Claims"), PROVIDED THAT the foregoing limited mutual releases and discharges shall not apply to or affect the enforceability of any judgment that has been entered on behalf of or against any party (and specifically does not affect the Authority and OACC's rights to enforce the order of specific performance in the AAA Phase I Judgment based on facility fee defaults after March 31, 2003) or any obligations of the parties under this Settlement Agreement or under the Amendment, all of which obligations are in full force and effect, or that may arise hereafter under the License Agreement, or that have heretofore arisen under the License Agreement but have not arisen out of or are not in any way connected with, based upon or related to the Claims.

- 3.2** Further, and notwithstanding any language herein to the contrary, the parties specifically acknowledge and agree that the Warriors do not waive and fully reserves all of its rights under the License Agreement and prior applicable judgments to require that: (a) Licensor and the Authority each maintain accurate books and records of the financial affairs of the New Arena in accordance with generally acceptable accounting practices and to make such books and records available for the Warriors' review and copying and (b) Licensor and the Authority each provide proper audited financial statements to the Warriors in a timely fashion. The parties acknowledge that the Authority and Licensor contend that they have fully complied with these obligations. Further, the parties agree to hold in abeyance all of the Warriors' claims existing at the time of this Amendment that Net Surplus calculations of Licensor and/or the Authority under Paragraph 7.4 for all New Arena Fiscal Years prior to 2003-04 that have been performed or should have been performed by the Licensor and/or the Authority were incorrect, inaccurate or improperly performed. Licensee shall have a period of five years from the date of this Amendment to challenge such calculations as incorrect, inaccurate or improperly performed.
- 3.3** With respect to the foregoing limited mutual releases and discharges, the parties waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties understand that if the facts with respect to which this Settlement Agreement is executed are found hereafter to be different from the facts now believed to be true, this Settlement Agreement shall be and remain effective and not subject to termination, rescission or any other remedy by virtue of any such differences in facts. The Parties also understand and acknowledge that it is possible that unknown losses or claims exist, or that present losses may have been

underestimated in amount or severity. The Parties explicitly took these possibilities into account in entering into this Settlement Agreement, and the releases given herein were given in exchange for a full accord, satisfaction and discharge relating to the matters released in this Settlement Agreement.

3.4 Covenant Not To Sue. In addition to the foregoing limited mutual releases, the Parties to this Settlement Agreement promise never to commence, prosecute, or cause to be commenced or prosecuted, any action or arbitration proceeding against any of the other Parties based upon any of the Claims released herein, except for claims to enforce the terms of this Settlement Agreement and the Amendment. Each of the Parties to this Settlement Agreement respectively agrees to defend, indemnify and hold each of the other Parties harmless from any breach of this provision by such Party.

4. **Dismissals of Pending Proceedings**

4.1 Within five (5) business days after the execution and delivery of this Settlement Agreement, the Warriors, OACC and the Authority shall duly execute and submit to American Arbitration Association requests for dismissal of the pending AAA Arbitration I, Phase II, with prejudice, with all parties thereto bearing their own attorney's fees and costs.

4.2 Within five (5) business days after the execution and delivery of this Settlement Agreement, the Warriors shall execute and deliver to the California Court of Appeal a request to dismiss its appeal of the AAA Phase I Judgment, with prejudice. Said dismissal shall terminate the appeal only. It shall not extend to the AAA Phase I Judgment, which shall survive and shall remain fully enforceable.

4.3 Within five (5) business days after the execution and delivery of this Settlement Agreement, the Warriors shall execute and deliver to American Arbitration Association a request for dismissal of the pending AAA Arbitration II, with prejudice, with all parties to bear their own attorneys' fees and costs.

5. **Miscellaneous Provisions.**

5.1 Successors and Assigns. This Settlement Agreement is binding upon and shall inure to the benefit of each Party to this Settlement Agreement and to all employees, agents, other representatives, shareholders, partners, members, officers, directors, predecessors, successors, and assigns of each Party to this Settlement Agreement.

5.2 Acknowledgement and Cooperation. Each of the Parties hereby affirms and acknowledges that it has read this entire Settlement Agreement, understand it, and has had it fully explained to it by its counsel. Each of the Parties acknowledges

that this Settlement Agreement is executed without reliance upon any representation by any person concerning the nature or the extent of the damages sustained by such Party or the legal liability therefor, and each of the Parties shall pay its own attorneys' fees and other legal expert and consultant expenses incurred in connection with the AAA Arbitration Phase II, the AAA Arbitration II and the settlement reflected in this Settlement Agreement. The Parties shall cooperate in the preparation and execution of all documents reasonably necessary to effectuate the terms of this Settlement Agreement.

- 5.3 No Assignment of Covered Claims/Further Approval.** Each Party individually represents and warrants that (a) no person other than such Party has, or has had, any interest in the Claims released herein; and (b) such Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims released herein.
- 5.4 Waiver.** No breach of any provision of this Settlement Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver any other breach of the same or any other provision of this Settlement Agreement.
- 5.5 Integration/Entire Agreement.** This Settlement Agreement, the Amendment, and the License Agreement contain the entire agreement of the Parties with respect to the AAA Arbitration I Phase II and the AAA Arbitration II and the Claims released herein, and supersede any and all prior contemporaneous understandings or agreements with respect to the same. In entering into this Settlement Agreement, no Party is relying on any representation, statement of fact or opinion, except those expressly set forth in this Settlement Agreement, if any.
- 5.6 Severability.** In the event any immaterial provision of this Settlement Agreement is held to be void or unenforceable by a court of competent jurisdiction or any arbitrator, the remaining provisions of this Settlement Agreement shall have the same force and effect as though the void or unenforceable parts had been deleted.
- 5.7 Governing Law.** This Settlement Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California, except that this Settlement Agreement shall be given a fair and reasonable construction in accordance with the intentions of the Parties and without regard to which Party may have initially drafted any particular portion of this Settlement Agreement and without regard to the provisions of Section 1654 of the California Civil Code.
- 5.8 Authority to Execute Agreement.** Each individual executing this Settlement Agreement on behalf of his or her respective Party represents and warrants that he or she has the authority of such entity to execute, deliver and perform under this Settlement Agreement on its behalf and that all necessary governmental, corporate or other approvals for such entity to execute, deliver and perform under this Settlement Agreement have been obtained.

5.9 Alteration and Counterparts. This Settlement Agreement may not be altered, amended or modified in any respect, except in writing duly executed by each of the Parties expressly reciting such intent. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. The executed Settlement may be delivered by means of facsimile transmission

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING. DO NOT SIGN IF YOU DO NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

In witness whereof, this Settlement Agreement has been executed by each of the Parties effective as of the date first written above.

OAKLAND-ALAMEDA COUNTY COLISEUM, INC.

By _____

President

OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY

By _____

Chair

Attest: _____

Secretary

GOLDEN STATE WARRIORS (formerly known as CC Partners)

By _____

Approved by:

CITY OF OAKLAND

By: _____

COUNTY OF ALAMEDA

By _____

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EXHIBIT A

AMENDMENT NO. 2 TO LICENSE AGREEMENT

EXHIBIT B

**ITEMIZATION AND ACCOUNTING OF AMOUNTS DUE FROM GOLDEN
STATE WARRIORS**

EXHIBIT C

**ITEMIZATION AND ACCOUNTING OF AMOUNTS DUE FROM THE
OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY**

1. Concession Revenue

Draft

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OAKLAND-ALAMEDA COUNTY COLISEUM ARENA
AMENDMENT No. 2 TO LICENSE AGREEMENT
GOLDEN STATE WARRIORS

RECITALS

1. The Oakland Alameda County Coliseum, Inc. ("Licensor"), the Oakland Alameda County Coliseum Authority ("the Authority") and the Golden State Warriors (formerly known as CC Partners)("Licensee") have previously entered into a License Agreement, dated as of July 15, 1996 and have subsequently entered into Amendment No. 1 to License Agreement (together, the "License Agreement").
2. The Licensor, the Authority and the Licensee have entered into a Settlement Agreement, _____, 2003 (the "Settlement Agreement") pursuant to which the parties thereto agreed to modify and amend certain provisions of the License Agreement.
3. The Licensor, the Authority and the Licensee desire to enter into this Amendment No. 2 to the License Agreement (the "Amendment") to satisfy the agreements made in the Settlement Agreement.

AMENDMENT

1. All defined terms in this Amendment shall have the meanings ascribed to such terms in the License Agreement unless defined herein.
2. Except as may otherwise be specifically provided herein, this effective date of this Amendment shall be June 15, 2003.
3. Section 7.1 of the License Agreement is hereby amended in its entirety to read as follows:

"7.1 Rent. Licensee shall pay to Licensor the sum of One Million Five Hundred Thousand Dollars (\$1,500,000) per annum, which shall be paid in arrears in four (4) equal quarterly installments on the first Business Day of each calendar quarter, with the first payment due January, 1998. Should the New Arena not be available for the start of the 1997-98 NBA season, then the rental payment for the first year shall be pro-rated by multiplying One Million Five Hundred Thousand Dollars (\$1,500,000) by a fraction the numerator of which is the number of Licensee's Regular Season Home Games occurring after the New Arena is Ready for Occupancy, and the denominator of which is forty-one (41). Licensee shall be entitled to deduct from the rental payments payable under this Paragraph 7.1 amounts for which deduction is authorized under Paragraph

21.3 below. Other than the rental payment required under this Paragraph 7.1, Licensee shall not be required to pay for any of the operating or capital expenses of the New Arena, including Home Game day expenses. The Coliseum Entities shall not be responsible for paying any amounts owed to the NBA on account of Licensee's operations, including without limitation dues or revenue sharing payable on ticket sales or Luxury Suite licenses. Licensee agrees to collect any facility fee imposed by the Coliseum Entities on tickets sold to Home Games, which facility fee shall not exceed five percent (5%) of the ticket price. On or before the fifth Business Day of each calendar month, Licensee shall pay to Licensor all facility fees collected as to each Home Game and each Non-Warriors Arena Event (as provided in Section 16.2(f) during the prior calendar month including, as set forth below, facility fees collected on Luxury Suite tickets to Home Games and Non-Warriors Arena Events. Thirty (30) days after the commencement of each calendar quarter, Licensee shall provide a report detailing the Home Game and Non-Warriors Arena Event ticket revenue received during the preceding calendar quarter, including Luxury Suite tickets as set forth below or in Section 16.2(f), and the case may be, and the amount of facility fees collected during such quarter. Licensor shall use all revenues from such facility fees for expenses related to the New Arena."

"For purposes of calculating the amount of facility fees to be collected as to each Luxury Suite ticket to Home Games, such Home Game tickets shall be assigned the following value: (1) if provided as part of a Luxury Suite license the value shall be (a) for Concourse Luxury Suites, the season ticket price for the seats in the lower bowl of the New Arena and immediately in front of each such Luxury Suite; and (b) for each Mezzanine Luxury Suite, the season ticket price for the seats in the upper bowl of the New Arena and immediately above such Luxury Suite; and (2) if sold as an individual Home Game ticket for use in a Luxury Suite (either in a non-licensed Luxury Suite or in addition to the Home Game tickets provided as part of a Luxury Suite license), the value shall be the actual amount paid for each such ticket.

4. Section 10.3 of the License Agreement is hereby amended in its entirety to read:

"10.3 Name of New Arena.

"10.3.1. Right to Name. Commencing on the date of execution of this Amendment through June 30, 2007, Licensee shall have the right to contract, in its own name and/or as the agent of the Authority, with a third party ("Naming Rights Sponsor") for the sale of the naming rights to the New Arena for a term that does not exceed the Term ("Naming Rights Agreement"). The Authority shall participate and cooperate with Licensee in selecting and negotiating with any potential Naming Rights Sponsor. Licensee shall provide the Authority with a form of any potential Naming Rights Agreement. The Authority shall have the right to approve the terms of any Naming Rights

Agreement so provided, including the name of the New Arena proposed by any potential Naming Rights Sponsor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Licensor is not required to (1) approve any name for the New Arena that would contravene a previously existing and expressed public policy of the City or the County; (2) approve any name relating to tobacco or alcohol products; or (3) approve any sexually explicit name. At a minimum, the Naming Rights Agreement may provide that the name of the New Arena may be displayed on the roof and building sides of the New Arena, on the Marquee and in the interior of the New Arena. The Authority shall have the right to approve the design and location of all displays provided to the Naming Rights Sponsor, other than displays appearing solely on the interior of the New Arena, which approval shall not be unreasonably withheld. The Authority shall cooperate with Licensee to maximize Net Annual Proceeds (as defined below), including, but not limited to, cooperation in design and placement of signage displaying the name of the New Arena. If Licensee has not entered into any contract for the sale of the name of the Arena by October 31, 2007, then the Authority, at its option, may succeed to all rights of Licensee under this Section 10.3. If the Authority subsequently enters into a Naming Rights Agreement, the Authority shall receive Licensee's share of the Net Annual Proceeds, as set forth in Section 10.3.3 below, and Licensee shall receive the Authority's share of Net Annual Proceeds, as set forth in Section 10.3.3 below. If Licensee sells the name to the New Arena for a term that is less than the term of the License Agreement, Licensee shall have the right to re-sell the name until the termination of this License Agreement as provided in this Section 10.3.

"10.3.2 Complex Naming Rights. The Authority shall be entitled to name or contract with a third party to name the Stadium. The Authority shall not contract with a third party to name the Complex as a whole.

"10.3.3 Disposition of Revenues from the Sale of the New Arena Name. The Net Annual Proceeds (as defined below) from such sale shall be shared by Licensee and the Authority as follows: (1) the first \$250,000 of Net Annual Proceeds shall be paid to or retained by the Authority; (2) the next \$500,000 shall be retained by or paid to Licensee; and (3) Net Annual Proceeds in excess of \$750,000 shall be divided pro-rata so that the Authority receives forty per cent (40%) and Licensee receives sixty percent (60%). All Net Annual Proceeds received by the Authority shall be used to pay Project Debt. Net Annual Proceeds shall mean the amount of revenue pursuant to the Naming Rights Agreement that Licensee attributes to gross income for federal income tax purposes on annual tax returns, less only any amount paid to an agent or agency used to obtain or service the Naming Rights Agreement."

5. Section 14.4 of the License Agreement is hereby deleted in its entirety.
6. Section 16.2 is hereby amended in its entirety to read:

"16.2 Luxury Suites

"(a) Except as provided in this Section 16.2, the Authority licenses to Licensee all Luxury Suites (including all Grandview Luxury Suites) and consents to Licensee licensing such Luxury Suites under such terms as Licensee shall determine at its sole discretion. Licensee shall retain all Suite Revenues except as required to be paid to the Authority pursuant to Section 7.3.2 of this License Agreement. The Authority does not license to Licensee, and retains all rights to occupy, Luxury Suite number M39. In addition, the Authority does not license to Licensee and retains all rights to Luxury Suites numbers M13 and M14 (collectively with Luxury Suite number M39 the "Retained Suites") which shall be occupied, respectively by the City and County.

"(b) Except for the Retained Suites, Licensee shall have the exclusive right to price, provide and distribute all tickets of admission to all Luxury Suites for all public arena events including all Licensee Home Games and other Warriors Events for which tickets to specific seats within the New Arena are sold or distributed. Except as permitted in Sections 16.2(d)(2) and 16(d)(3), Licensee agrees that it will not offer for sale to the general public single or individual Luxury Suite tickets of admission for non-Warriors arena events ("non-Warriors Arena Events") in any licensed or non-licensed Luxury Suite. Except for those tickets of admission to the Retained Suites, neither the Authority nor Licensor shall sell, provide, barter or distribute any Luxury Suite tickets of admission to any arena event.

"(c) The Authority and Licensor agree to prepare tickets of admission for all Luxury Suites for all non-Warriors Arena Events and to make all such Luxury Suite tickets of admission (except those for the Retained Suites) available to Licensee no later than two business days after tickets of admission to the non-Warriors Arena Event are first publicly sold or offered but in no event later than ten business days before the event. Absent an order from a court or arbitrator to the contrary, the Authority and Licensor agree they shall not intentionally withhold from Licensee any such Luxury Suite tickets of admission for any reason including, but not limited to, any dispute as to payment or performance required by Licensee under this License Agreement.

"(d) Except as set forth herein, Licensee shall not be required to pay Licensor, the Authority, any promoter, any act or any other third party for Luxury Suite tickets of admission to any non-Warriors Arena Event. Nothing in this Section 16.2 shall be read to require that Licensor book any Non-Warriors Arena Event into the New Arena if a condition of the booking is that Licensor pay the promoter, act or any other third party for tickets of admission to the Luxury Suites.

(1) The Authority and Licensor agree to use their best efforts to assure that no promoter, act or any third party requires compensation of any kind for Luxury Suite tickets of admission as a condition of booking a Non-Warriors Arena Event.

(2) Notwithstanding the above, Licensee agrees to be responsible for the payment of all Luxury Suite tickets of admission to any Non-Warriors Arena Event actually distributed or used by Licensee (except for the Retained Suites) if each and every one of the following conditions are met: (i) despite the Authority's and Licensors' best efforts, the promoter of the Non-Warriors Arena Event requires such payment; (ii) the promoter receives one hundred per cent of the required payment for such Luxury Suite tickets of admission and none of the payment is shared with or remitted to Licensor or the Authority; (iii) the promoter requires similar payment for such Luxury Suite tickets of admission at all venues nationwide; (iv) the promoter has customarily required payment for such Luxury Suite tickets of admission for similar Non-Warriors Arena Events booked at the New Arena prior to the effective date of this Amendment; (v) the terms and conditions of the booking are comparable to those required by the promoter at all venues nationwide; and (vi) the payment required for such Luxury Suite ticket of admissions is reasonable. In addition, as to each such individual Non-Warriors Arena Event, Licensee has the option: (a) of not including the Non-Warriors Arena Event as part of a Luxury Suite license; (b) to offer or sell individual Luxury Suite tickets of admission to the Non-Warriors Arena Event for use in non-licensed Luxury Suites or as additional tickets of admission used in licensed Luxury Suites; and (c) to offer such Luxury Suite tickets of admission to the Non-Warriors Arena Event to its Luxury Suite licensees as either part of the Luxury Suite license fee, as an optional purchase for an additional fee and/or on a right of first refusal basis for an additional fee. In negotiating, entering into and implementing the booking agreement for each Non-Warriors Arena Event covered by this section 16(d)(2), the parties agree to use their best efforts to limit Licensee's liability for payment under this section 16(d)(2) to only those Luxury Suite tickets of admission actually used for admission to the Non-Warriors Arena Event.

(3) In addition to the Non-Warriors Arena Events set forth in Section 16.2(2) above, Licensee agrees that commencing with the 2005-06 Arena Fiscal Year, Licensor may book up to four individual Non-Warriors Arena Events each Arena Fiscal Year (and commencing with the 2008-09 Fiscal Year up to eight Non-Warriors Arena Events each Arena Fiscal Year) that require payment to the promoter for Luxury Suite tickets of admission for the Non-Warriors Arena Event and Licensee shall be responsible for paying for all such Luxury Suite tickets of admission actually distributed or used by Licensee for each such Non-Warriors Arena Event (except for the Retained Suites) provided each and every one of the following conditions are met: (i) despite the Authority's and Licensor's best efforts, the promoter of the Non-Warriors Arena Event requires such payment; (ii)

the promoter of the Non-Warriors Arena Event receives one hundred per cent of the payment required for such Luxury Suite tickets of admission and none of the payment is share with or remitted to Licensor or the Authority; (iii) the event at issue is booked in comparable venues nationwide and the promoter requires similar payment for Luxury Suite tickets of admission at all such venues; (iv) the terms and conditions of the booking are comparable to those required by the promoter at all venues nationwide; and (v) the payment required for such Luxury Suite ticket of admission is reasonable. In addition, as to each such individual Non-Warriors Arena Event, Licensee has the option: (a) of not including the Non-Warriors Arena Event as part of a Luxury Suite license; (b) to offer or sell individual Luxury Suite tickets of admission to the Non-Warriors Arena Event for use in non-licensed Luxury Suites or as additional tickets of admission used in licensed Luxury Suites; and (c) to offer Luxury Suite tickets of admission to the Non-Warriors Arena Event to its Luxury Suite licensees as either part of the Luxury Suite license fee, as an optional purchase for an additional fee and/or on a right of first refusal basis for an additional fee. In negotiating, entering into and implementing the booking agreement for each Non-Warriors Arena Event covered by this section 16(d)(3), the parties agree to use their best efforts to limit Licensee's liability for payment under this section 16(d)(3) to only those Luxury Suite tickets of admission actually used for admission to the Non-Warriors Arena Event.

"(e) Licensee agrees to provide twenty Luxury Suite tickets of admission for each of the Retained Suites to the Authority, City and County at no cost for all Home Games during the Pre-Season, Regular Season and Playoff Season and for all other public Warriors Events held in the New Arena (for which tickets to specific seats within the New Arena are sold or distributed). Licensee agrees that Licensor shall retain tickets to Non-Warriors Arena Events for each of the Retained Suites. The parties agree that no facility fee will be collected or paid as to any tickets provided for seats in each of the Retained Suites.

"(f) Except as set forth herein, Licensee agrees to collect and pay in accordance with Section 7.1 any facility fee imposed by the Coliseum Entities in accordance with Section 7.1 on each Luxury Suite ticket of admission to Non-Warriors Arena Events that Licensee provides to Luxury Suite licensees or other individuals. For purposes of calculating the amount of facility fees collected for any Non-Warriors Arena Event, the value of such Luxury Suite tickets of admission shall be (1) if provided as part of a Luxury Suite license or to any other person on a complimentary basis, the price of the ticket price for such Non-Warriors Arena Event for the seats in the lower bowl of the New Arena and immediately in front of each such Luxury Suite; and (2) if sold as an individual ticket for use in a Luxury Suite (either in a non-licensed Luxury Suite or in addition to the tickets provided as part of a Luxury Suite license), the actual amount paid for each such ticket. Notwithstanding the

foregoing, as to each individual Non-Warriors Arena Event, no facility fee shall be collected or paid as to the following: (1) Luxury Suite tickets of admission used in no more than three Luxury Suites held or used by Licensee including the team owner Luxury Suites ("GSW Suites") and (2) up to one hundred (100) complimentary Luxury Suite tickets of admission for each such individual Non-Warriors Arena Event."

"(g) At Licensee's request, Licensor shall provide Licensee with up to four parking passes for premium areas of the Parking Area for each Luxury Suite (except the Retained Suites) for all Non-Warriors Arena Events. Except as to the twelve (12) parking passes used for the GSW Suites, Licensor shall be entitled to charge Licensee for all such parking passes actually used for parking at a particular Non-Warriors Arena Event at a price per parking pass which does not exceed the general parking charges then in effect for attendees of such Non-Warriors Arena Events. Licensor shall invoice Licensee for such parking passes actually used in accordance with Section 15.8. Included in the invoice will be a count, by event, of each parking pass used."

7. A new section 15.8 is hereby added to read:

"15.8. Licensee's payments. For all charges related to operation of the New Arena required by the License Agreement to be paid by Licensee, Licensor shall provide an itemized invoice monthly. Any charges not paid, or reasonably disputed in writing, within thirty (30) days from the receipt of any such invoice may, at Licensor's discretion, be deducted from parking and concession revenues due to Licensee."

8. A new section 15.9 is hereby added to read:

"15.9 Applicable Standard Audit. Within thirty days of the date of this Amendment, the Authority and Licensee shall mutually agree upon a qualified individual to promptly audit whether the New Arena and the area immediately adjacent thereto are currently being operated and maintained in a manner consistent with the Applicable Standard. It is expressly agreed that this audit is limited solely to the day-to-day operations and maintenance of the New Arena and does not include any upgrades or capital improvements to the New Arena or the area immediately adjacent thereto. The Authority and Licensee shall share equally the mutually agreeable cost of the audit and any additional work required of the auditor. Absent agreement of the Authority and Licensee, the individual selected to perform the audit must have substantial experience in the operation and maintenance of facilities similar to the New Arena and must not have been employed by, or acted as a consultant or contractor to, Licensor, Licensee, the Authority, the City, the County, the Oakland Coliseum Joint Venture ("OCJV"), or SMG or any of their related entities. If the Authority and the Licensee are not

able to mutually agree upon such an individual within thirty days of the date of this Amendment the Authority and Licensee shall each select an individual who meets the qualifications set forth above. Within ten days, the two individuals selected shall then mutually agree upon a third individual who meets the qualifications set forth above and this individual shall conduct the audit. If the two individuals are unable to select a third individual, an arbitrator shall select the auditor pursuant to Paragraph 39. The Licensee and the Authority shall jointly develop a scope of work to be performed by the auditor. At a minimum, the Authority and Licensee agree that: (1) the auditor shall travel to and inspect the actual operation and maintenance at the three facilities comprising the Applicable Standard; (2) the auditor shall have full access to the New Arena and the area immediately adjacent thereto as well as New Arena personnel, staff (including all OCVJ personnel and staff), and all New Arena books and records (including all OCVJ books and records) associated with its operations and maintenance, provided that the Authority may require that the auditor enter into a confidentiality agreement concerning the new Arena books and records; and (3) the auditor shall prepare a written report ("Initial Report") setting forth: (a) the standard of operations and maintenance observed at the three facilities constituting the Applicable Standard; (b) whether the current operation and maintenance of the New Arena and the area immediately adjacent thereto is consistent with the Applicable Standard; (c) what corrective steps, if any, are necessary to bring and maintain the operation and maintenance of the New Arena and the area immediately adjacent thereto into compliance with the Applicable Standard; and (d) a reasonable timetable for initiating any such corrective actions. Absent an agreement by the Authority and Licensee to the contrary, the auditor shall review the operations and maintenance of the New Arena and the area immediately adjacent thereto at the request of either party, but not more often than every six months, for a period of two years and shall report on whether the New Arena is meeting the Applicable Standard and, if necessary, shall supplement his Initial Report. The Authority agrees to take all steps necessary to implement any such corrective actions within the timetable set by the auditor in the Initial Report and any supplemental report. Nothing in this Section 15.9 shall prejudice either party with respect to the rights and responsibilities of the other party contained in Section 15.1. Within sixty (60) days of receipt by both parties of the final Initial Report or any final subsequent report, either party shall have the right to appeal to an arbitrator, pursuant to Section 39, any portion of the final Initial Report or any final subsequent report of the auditor which the appealing party believes was (1) procured by fraud or undue means or (2) the result of the auditor exceeding his or her scope of work (including, but not limited to, the claim that the Initial Report or a subsequent report requires an upgrade or capital improvement of the New Arena). Any portion of the Initial Report or any subsequent report that is not so challenged shall be deemed final, not subject to further arbitral or judicial review and fully implemented by the parties in accordance with this Section 15.9.

9. A new Section 15.10 is hereby added to read:

"Section 15.10. Monitoring of Building Upkeep and Maintenance. The

Executive Director of the Authority and a representative of the Licensee shall meet at least bimonthly to informally review whether the New Arena is being operated and maintained in a manner consistent with the Applicable Standard as described in the report of the auditor required by Section 15.9 (the "Operation and Maintenance Standard"). If and to the extent Licensee believes that the Arena is not being operated maintained adequately in accordance with the Operation and Maintenance Standard or in any respect fails to meet Licensee's expectations for current upkeep, Licensee shall provide to the Executive Director or other similar officer of the Authority a written, detailed description of each deficient item. The Executive Director of the Authority will investigate each item included in Licensee's written description. After such investigation, the Executive Director of the Authority will respond in writing. The Executive Director's written response must be provided within fourteen (14) days after the Authority's receipt of Licensee's notice of deficiency. Such response shall include a statement as to each item identified by Licensee that either (1) states whether the Executive Director views the described item as consistent with the Operation and Maintenance Standard, and why, or (2) states that the described item is not consistent with the Operation and Maintenance Standard and provides an explanation of the corrective action that Licensor will take. For any item described in (2), Licensor shall implement corrective action as soon as reasonably possible. After Licensee receives the Authority's response, Licensee and the Authority agree to meet and confer, in person, to attempt to resolve any remaining disagreements. The meet-and-confer meeting must take place within fourteen (14) days of the Executive Director's written response. Neither Licensor, Licensee nor the Authority shall be entitled to commence an arbitration pursuant to Section 39 hereof until the procedure described in this Section 15.9 has been completed.

10. Section 16.3 of the License Agreement is hereby amended in its entirety to read:

"Premium Seating Marketing. Commencing with the 2003-2004 New Arena Fiscal Year, so long as there is a principal balance remaining on the Project Debt, the Authority shall pay Licensee annually the sum of \$675,000 to offset costs and expenses incurred by Licensee in marketing the Luxury Suites and the Courtside Seating. The Authority shall make this payment to Licensee on or before November 1 of each such New Arena Fiscal Year."

11. Section 39.1 is hereby amended to add the following proviso at the end of the first sentence thereof:

“provided that, if any party shall commence any such arbitration proceeding the claim and any counter-claims shall be stayed until the

dispute, controversy or claim and any counter claims have been submitted to non-binding mediation.”

12. Effect of Amendment: Except as otherwise specifically supplemented or modified by this Amendment, all terms and provisions of the License Agreement shall remain unmodified and in full force and effect. This Amendment shall constitute the entire agreement among the parties relating to the subject matter hereof, and shall supersede any negotiations, understandings, or agreements, written or oral, relating to the subject matter hereof, and shall not be changed or terminated orally.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the License Agreement as of _____, 2003.

OAKLAND-ALAMEDA COUNTY COLSIEUM, INC.

By _____

President

OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY

By _____

Chair

Attest: _____

Secretary

GOLDEN STATE WARRIORS (formerly CC Partners)

By _____

Approved by:

CITY OF OAKLAND

By: _____

COUNTY OF ALAMEDA

By _____

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CRA/COUNCIL
SEP 30 2003