



TRANSFER POLICY

“Class Designation” refers to the year in which a season ticket holder (“STH”) commenced being a STH and determines the level of discount to which a STH may be entitled under the Trail Blazers Loyalty Reward Program. “Class Designations” may be transferred to (i) immediate family members of a STH, with the status of an immediate family member being determined in the sole discretion of Trail Blazers Inc. (“TBI”); and (ii) subject to terms and conditions herein, to any person or entity who has been sharing seats with that STH (“share partners”), with the status of sharing determined by TBI in its sole discretion, including, without limitation, whether or not the “Class Designation” can be transferred to more than one share partner.

All share partners must be listed on the account with TBI; a share partner must be listed for a period of not less than 18 months before the STH can transfer its Class Designation to a share partner; and credit for Class Designations will only accrue for consecutive years the person or entity has been listed as a share partner.

If a STH adds any new seats to its account, such new seats must be held by the STH, listing the share partner, for 18 months before the share partner can establish their Class Designation. After the expiration of the 18 months, the Class Designation will be assigned according to length of time the share partner was a share partner from day one.

Seat transfers, as well as the application for the transfer of Class Designations, may occur at any time of year. Seat transfers must include all the tickets in the account or be in pairs. TBI will not allow single seat transfers except pursuant to a valid court order.

Attached is a form of Assignment, Consent and Affidavit for use in transferring seats and applying to TBI for the transfer of a Class Designation in connection with the transfer.

If a STH has prepaid for tickets, any financial adjustments necessary post-transfer are between the transferor STH and the new transferee STH. TBI will not refund any money already paid to it. Any money on account at the time of the transfer will be transferred to the new transferee STH's account.

If the transferor STH is on a monthly payment plan, a condition of any seat transfer is that the transferee STH must provide an immediately available credit card number for the payment of the monthly installments.

TBI has the policy of assigning a “priority number” to each of its STH's, which policy includes the following components: (i) TBI assigns priority numbers sequentially as new STH's are signed up; (ii) A STH's priority number determines the order to which seat location upgrades are offered to a STH; (iii) A priority number may be transferred between immediate family members only, as determined by TBI in its sole discretion; and (iv) Priority numbers may not be assigned between non-immediate family members; rather, a new priority number is assigned to the new STH. Attached is a form of Priority Number Assignment, Consent and Affidavit for use to request the transfer of a priority number between immediate family members.

Except as explicitly stated in this Transfer Policy, TBI revokes and rescinds all prior policies, oral or written, regarding the transfer of seats and priority numbers. This Transfer Policy is a unilateral contract. TBI reserves the right to change this Transfer Policy at any time without notice.