



TRANSFER POLICY

This Transfer Policy introduces the concept of "Class Designations". "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.

From April 1, 2005 until November 1, 2005, any former or current share partner who desires to receive the Class Designation of the STH with whom the share partner was or has been sharing seats may apply to TBI to receive their former or current share partner's Class Designation. This is true even as to share partners who, at any time in the past, purchased seats in their own name.

After November 1, 2005, 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.

Effective November 1, 2005, 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 STH's Class Designation can be transferred to the share partner as to the new seats.

TBI revokes and rescinds its requirement that seat transfers may occur only during the period from May 1 to August 1. Seat transfers, as well as the application for the transfer of Class Designations, may now occur at any time of year.

TBI retains its requirement that 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 Class Designation 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. Also attached is a form of Class Designation Affidavit for use until November 1, 2005, by former share partners who, in the past, purchased seats in their own name and would like the benefit of a STH's more favorable Class Designation.



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 retains the policy of assigning a "priority number" to each of its STH's and retains the following components of that policy: (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 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.



CLASS DESIGNATION

ASSIGNMENT, CONSENT AND AFFIDAVIT

1. The undersigned _____ is the Season Ticket Holder ("STH") relating to the following "Seats":

Section: _____ Row: _____ Seats: _____

2. STH hereby assigns all of its interest in the Seats to _____ ("Transferee"), effective _____, ____.

3. Transferee hereby assumes all liabilities and obligations of STH with regard to the Seats.

4. Transferee desires to receive the Class Designation of STH, and STH agrees to transfer its Class Designation. Neither Transferee nor STH is aware of any other person or entity that may object to this request or lay claim to STH's Class Designation. Fill out paragraph a or b, as applicable.

a. STH is an immediate family member of the Transferee. Transferee's relationship to STH is as follows: _____ (describe how Transferee is related to STH).

b. STH and Transferee have been sharing seats since _____ (provide date). STH and Transferee have shared seats continuously, and without any lapses, since the date noted above.

5. The foregoing is true to the best of our knowledge and belief, and would be the substance of our testimony if we were called to testify in this matter.

SEASON TICKET HOLDER

TRANSFEREE

(signature)

(signature)

(print name)

(print name)

Its: _____
(if applicable, title of person signing)

Its: _____
(if applicable, title of person signing)

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Email: _____

Date: _____

Date: _____

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CLASS DESIGNATION

AFFIDAVIT*

1. The undersigned Transferee shared seats with _____ (“STH”) from _____ to _____. There was no lapse in the time between when Transferee and STH ceased sharing seats and when Transferee obtained seats in Transferee’s own name.

2. Transferee requests that STH’s Class Designation be transferred to Transferee, and STH agrees to the transfer or to the best of Transferee’s knowledge, STH would agree and would not object to the transfer. Transferee is not aware of any other person or entity (including STH if his/her/its signature does not appear below) that may object to this request or lay claim to STH’s Class Designation. STH (if his/her/its signature appears below) is not aware of any other person or entity that may object to this request or lay claim to STH’s Class Designation.

3. The foregoing is true to the best of my/our knowledge and belief, and would be the substance of my/our testimony if I/we were called to testify in this matter.

SEASON TICKET HOLDER

TRANSFEREE

(signature)

(signature)

(print name)

(print name)

Its: _____
(if applicable, title of person signing)

Its: _____
(if applicable, title of person signing)

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Email: _____

Date: _____

Date: _____

*** Affidavit not to be used after October 31, 2005.**

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PRIORITY NUMBER

ASSIGNMENT, CONSENT AND AFFIDAVIT

1. The undersigned _____ is the Season Ticket Holder ("STH") relating to the following "Seats":

Section: _____ Row: _____ Seats: _____

2. By separate Class Designation Assignment, Consent and Affidavit, STH assigns all of its interest in the Seats to _____ ("Transferee"), Transferee assumes all the liabilities and obligations of STH with regard to the Seats, and STH transfers and Transferee receives STH Class Designation.

3. In addition, Transferee desires to receive the Priority Number of STH, and STH agrees to transfer its Priority Number. Neither Transferee nor STH is aware of any other person or entity that may object to this request or lay claim to STH's Priority Number. STH is an immediate family member of the Transferee. Transferee's relationship to STH is as follows: _____ (describe how Transferee is related to STH).

4. The foregoing is true to the best of our knowledge and belief, and would be the substance of our testimony if we were called to testify in this matter.

SEASON TICKET HOLDER

TRANSFEREE

(signature)

(signature)

(print name)

(print name)

Its: _____
(if applicable, title of person signing)

Its: _____
(if applicable, title of person signing)

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Email: _____

Date: _____

Date: _____

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