

**EXHIBIT 16**  
**TO DECLARATION OF O'CONNOR**

RECEIVED

----- Forwarded message -----

From: Robert R. Rowell <[RRRowell@gs-warriors.com](mailto:RRRowell@gs-warriors.com)>

Date: Aug 29, 2006 11:11 AM

Subject: Final Nelson K

To: John O'Connor <[johnconnorlaw@gmail.com](mailto:johnconnorlaw@gmail.com)>

John,

I have attached a final version of the contract that we will execute this evening. Thanks for your professionalism in this journey.

BR

Robert Rowell

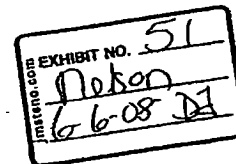
President

Golden State Warriors

Voice: 510-986-2200

Fax: 510-267-0119

Email: [RRRowell@gs-warriors.com](mailto:RRRowell@gs-warriors.com)



CONFIDENTIAL

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John D. O'Connor  
Attorney At Law  
One Embarcadero Center  
Tenth Floor, Suite 1020  
San Francisco, CA 94111  
Telephone: (415) 693-9960  
Facsimile: (415) 981-0222

## EMPLOYMENT AGREEMENT

OF

DON A. NELSON .

This Employment Agreement ("Agreement") is entered into on this 29<sup>th</sup> day of August 2006, by and between Don A. Nelson ("Nelson") and Golden State Warriors, L.L.C. a California limited liability company, (the "Warriors"). Nelson and the Warriors shall collectively be referred to hereinafter as "the Parties."

### RECITALS

WHEREAS, the Warriors own and operate the National Basketball Association ("NBA") franchise known as the Golden State Warriors;

WHEREAS, the Warriors wish to employ Nelson as the Head Coach of the Warriors and Nelson wishes to be employed by the Warriors in that position;

WHEREAS, the Parties wish to enter into an agreement governing the terms of Nelson's employment with the Warriors;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree to the following:

### TERMS

I. Representations and Warranties.

The Warriors represents that it is empowered under its Operating Agreement to enter into this Agreement. Nelson represents that he is under no employment contract, bond, confidentiality agreement, or any other obligation which would violate or be in conflict with the terms and conditions of this Agreement or encumber his performance of his duties and responsibilities as Head Coach

2. Period of Employment. The Warriors shall employ Nelson for a term commencing August 29, 2006, and ending on the later of June 30, 2009, or the end of the 2008-09 NBA playoff season, unless Nelson's employment is terminated sooner in accordance with Section 4, below.

3. Position and Responsibilities.

a. Position. Nelson accepts employment with the Warriors on a full-time basis as the Head Coach of the Warriors, and shall perform all duties and services appropriate to that position as designated below. As the Head Coach of the Warriors, Nelson shall report directly to the Executive Vice President, Basketball Operations, of the Warriors.

b. Primary Responsibilities as Head Coach. In his capacity as the Head Coach of the Warriors, Nelson's primary duties shall include responsibility for the following: overseeing and directing players at all games and practices; formulating and directing the execution of game strategies; scheduling practices; developing offensive and defensive systems; preparing the play book; supervising and directing the assistant coaching staff; organizing and overseeing preseason training camps in consultation with the Executive Vice President, Basketball Operations; monitoring compliance with NBA rules and regulations; and consulting with the Executive Vice President, Basketball Operations on strategy regarding player roster matters (including evaluation of college, foreign, and other basketball talent, participation in player drafts, and consideration and advice with respect to player trades). Nelson shall coordinate and communicate with the Executive Vice President, Basketball Operations with respect to his areas of responsibility, shall devote his commercially reasonable best efforts and full-time attention to the performance of the above duties, and shall act solely within the scope of the authority delegated to him from time to time by the Warriors, observing all limitations placed on that authority (subject, always, to the terms hereof). However, as is common practice in the NBA, Nelson will have discretion and control in the means, manner, and methods of coaching, of making coaching decisions, and in carrying out the instructions of the Executive Vice President, Basketball Operations as they relate to the basketball duties described above.

c. Other Responsibilities. In addition to his primary duties and responsibilities described in Section 2.b., above, Nelson shall be responsible for such other duties related to his position as Head Coach as may reasonably be assigned by the Warriors from time to time, both during and between regular NBA seasons. These include, but are not limited to, the duties described in Section 3.f., below.

d. Conflicting Activities. During the term of the Agreement, Nelson may not earn income, other than investment income, from activities other than his employment with the Warriors without the prior written consent of the President of the Warriors which approval shall not be unreasonably withheld or delayed. Without limiting the foregoing, Nelson agrees that during the term of this Agreement, Nelson will not, without the prior written consent of the President of the Warriors, directly or indirectly serve as an employee, coach (whether head coach or assistant), official, advisor or otherwise for any professional, amateur or college basketball team, organization, or any basketball association or league, whether with or without

compensation. The Warriors shall have no obligation to consent to any outside activities by Nelson, if, in the Warriors' reasonable judgment such additional activities: (i) would interfere with Nelson's performance of his employment obligations pursuant to this Agreement, or with the best interests of the Warriors, and/or; (ii) would not be consistent with any agreement, contract or understanding entered into between the Warriors (including its affiliated companies and organizations) and any third party, and/or would be inconsistent with the Warriors' public image or with community standards. Nelson shall not at any time during the term of this Agreement, directly or indirectly, own or have any financial interest in any other professional basketball team.

e. Employee conduct.

(1) General Deportment. Nelson recognizes and acknowledges his unique role as a representative of the Warriors in the public's eye and the substantial media attention that will be directed at him and the Warriors during his employment hereunder. Accordingly, at all times during the term of this Agreement, whether in the performance of his duties and responsibilities under this Agreement or otherwise (both publicly and privately), Nelson shall conduct himself in accordance with high standards of honesty, morality and good conduct and shall refrain from doing anything which could be construed as detrimental to the best interest of the Warriors or the NBA. Without limiting the foregoing, Nelson shall not use illegal substances or otherwise engage in irresponsible conduct whether or not under the influence of alcohol or drugs.

(2) Compliance with Laws and Employer Policies. Nelson shall, at all times during the performance of this Agreement, strictly adhere to and obey all applicable and material federal, state and local laws, regulations and ordinances relating to employment, and shall strictly adhere to and obey all of the material rules and regulations of the Warriors governing the conduct of the Warriors' employees, both now in effect and as may be subsequently adopted.

(3) Compliance with NBA Rules and Regulations. Nelson shall, at all times during the performance of this Agreement, strictly adhere to and obey all the rules and regulations governing the conduct of the non-player employees of the Warriors and of the NBA, both now in effect and as may be subsequently adopted. Specifically, but without limitation, Nelson shall be bound and governed by Article 35A of the NBA Constitution (Misconduct of Persons Other Than Players), as it may be amended from time to time during the term of this Agreement.

f. Photographs, Name and Likeness.

(1) Authorization to Record and Photograph. Nelson agrees to allow the Warriors to take pictures and audio recordings of him, either alone or together with others, for still photographs, motion pictures, radio, or television at such times and places as the Warriors may reasonably designate (subject to Nelson's schedule), and no matter by whom taken. Such pictures and recordings may be used in any manner desired by the Warriors for publicity and/or promotional purposes.

(2) Right to Use. Nelson agrees that the Warriors shall have the right to the use of Nelson's name, voice, likeness, sound, and similar characteristics ("Nelson's Personal Attributes") for publicity and/or promotional purposes and, with Nelson's prior reasonable approval, merchandising or other commercial purposes during the term of this Agreement. Nelson shall be entitled to no royalties or additional compensation should the Warriors choose to exercise such right to use. In exercising its rights under this Section 2.f.(2), the Warriors agree to limit such proposed licensing to commercial uses that reflect favorably upon Nelson, the NBA, and the Warriors and that do not harm Nelson's, NBA's, or the Warriors' respective standings in the community.

(3) Licensing. Upon Nelson's prior written notice to the Warriors, the Warriors may disapprove of any use by third parties of Nelson's Personal Attributes for publicity, promotional, merchandising, or any other commercial purposes if the Warriors reasonably believe such use is detrimental to the Warriors' current bona fide economic interests, in bad taste, or otherwise detrimental to the image of the Warriors. Applying these standards, the Warriors shall not unreasonably withhold approval of such a request by Nelson.

(4) Promotional Activities/Public Relations. Nelson shall cooperate with the Warriors' various promotional activities and shall perform reasonable public relations functions, including personal appearances at sponsor events and functions, and attend civic, booster club and similar organizations' events as the Warriors may reasonably request. The nature and timing of any such participation or appearances shall be reasonable and shall in no event unreasonably conflict with Nelson's duties and responsibilities as Head Coach.

(5) Warriors' Radio and Television Programs. Without additional compensation, Nelson shall participate in the Warriors' licensed radio programs as reasonably requested by the Warriors and/or the Warriors' licensed radio broadcaster. This participation shall include, without limitation, weekly participation of five (5) to eight (8) minutes in the Warriors/KNBR Coach's Call In Show. In the event the Warriors' television and/or radio rights holder (or other television or radio broadcaster) desires Nelson to participate in a significantly enhanced television and/or radio appearance, the Warriors shall have the exclusive right to negotiate a separate arrangement for Nelson's appearance and participation on such show(s), and the Warriors shall negotiate additional compensation payable to Nelson for such cooperation and participation. Nelson shall fully cooperate and participate in any such show(s) as reasonably requested by the Warriors and/or such broadcaster(s), provided that the compensation negotiated is reasonably comparable to the mean or median compensation received by other NBA coaches for similar services. The scheduling of any radio and/or television appearances by Nelson shall be mutually agreed to by Nelson and the Warriors so as not to detract from Nelson's duties and responsibilities as Head Coach. Nelson shall not appear or participate in any television or radio program (other than regularly scheduled news programs and/or Warriors' promotional interviews or features) for a station or broadcaster other than one to which the Warriors has licensed the Warriors' broadcast rights without the prior written consent of the Warriors' President.

(6) Game Day Interviews. Nelson shall also make himself available for, and reasonably participate in, all training camp, pre-game, halftime, or post-game (including next day) interviews and/or question and answer media sessions as may be reasonably required by or customary in or with the NBA.

(7) Publicity Rights. The Warriors shall have the perpetual, nonexclusive right to use, in any and all media now existing or hereinafter developed, Nelson's name, portrait, image, voice, signature, representation, illustration, picture or likeness, including any depiction, representation or image (still photograph, video or otherwise) of Nelson's game or practice performance ("Nelson's Image"), whether generated by the Warriors or an outside media entity, in connection with any of the Warriors' promotional, advertising, trade or other reasonable and customary activities. All such images of Nelson shall belong exclusively to the Warriors. The Warriors shall indemnify and hold harmless Nelson from any loss or claims arising from such Warriors use, including but not limited to, payment of any judgments, fees and/or costs. Nelson shall not use Nelson's Image in connection with or otherwise participate in any commercial endeavor without prior written consent of the Warriors.

(8) Residence. For the term of this Agreement, Nelson shall maintain a residence within the greater San Francisco Bay Area. The Warriors acknowledge that Nelson may perform many of his offseason duties, and may extensively relax beyond his scheduled vacation during the offseason at locations outside the Bay Area. Nelson will return to the Bay Area during the offseason as reasonably required by the Warriors and at the Warriors' expense.

4. Compensation, Fringe Benefits and Perquisites.

a. Salary. The Warriors shall pay Nelson a salary in accordance with the schedule below as full compensation for all services performed as, or in connection with, his position as Head Coach:

August 29, 2006 - June 30, 2007	\$3,000,000.00
July 1, 2007 - June 30, 2008	\$3,000,000.00
July 1, 2008 - June 30, 2009	\$3,000,000.00

The Warriors shall pay this salary in semi-monthly and less all applicable taxes, withholdings, and payroll deductions,

b. Bonuses. If the Warriors participate in the NBA playoffs during the term of Nelson's employment under this Agreement, Nelson shall be entitled to the following bonuses:

\$1,000,000.00 if the Warriors reach Round 1 of the NBA Playoffs
\$1,000,000.00 if the Warriors reach Round 2 of the NBA Playoffs
\$500,000.00 if the Warriors reach the Western Conference Finals of the NBA Playoffs
\$1,000,000.00 if the Warriors reach the Final Round of the NBA Playoffs



All bonus amounts described above shall be cumulative and each shall be paid within forty-five (45) days following the date it is earned.

c. Health Insurance. Upon commencement of Nelson's employment with the Warriors, and subject to eligibility and coverage rules in the relevant plan documents, Nelson may participate in the Warriors' group medical and dental insurance benefits plans, including the Warriors' Medical Flex Spending, to the same extent as other Warriors' employees.

d. Life Insurance. Upon commencement of Nelson's employment with the Warriors, and subject to eligibility and coverage rules in the relevant plan document(s), Nelson shall be entitled to participate in any life insurance benefit plans to the same extent as other Warriors' employees, and in any other life insurance benefit plans that may be available to Head Coaches through the NBA.

e. Disability Insurance. Upon commencement of Nelson's employment with the Warriors, and subject to the eligibility and coverage rules in the relevant plan document(s), he shall be entitled to participate in the Warriors' group disability insurance benefit plan to the same extent as other similarly situated Warriors' employees.

f. 401(k) Plan. Upon commencement of Nelson's employment with the Warriors, and subject to the eligibility and coverage rules in the relevant plan document(s), Nelson shall be entitled to participate in the Warriors' 401(k) Plan.

g. Coaches' Association Pension Plan. Upon commencement of Nelson's employment with the Warriors, and subject to the eligibility and coverage rules in the relevant plan document(s), Nelson shall be entitled to participate in any pension plans that may be available to Head Coaches through the NBA or the National Basketball Coaches' Association.

h. Business Expenses. The Warriors shall reimburse Nelson for reasonable travel and other business expenses necessarily incurred by Nelson in the performance of his duties, including reasonable expenditures for entertainment, meals, lodging, air travel, provided that each such expenditure is of a nature qualifying it as a proper deduction in connection with the Warriors' Federal Income Tax return and provided further that Nelson furnishes to the Warriors adequate records to substantiate the expenditure as a proper income tax deduction. The Warriors acknowledge that Nelson may within reasonable limits incur meal and entertainment expense for and with his staff, members of the media, and others connected to the Warriors ad/or to the NBA. Nelson may sit in first class on airline trips on Warriors' business. In lieu of the foregoing, Nelson shall have the option to receive a per diem payment when Nelson travels with the Team for away games, equal to the per diem amount which the team pays its personnel in accordance with NBA policy.

i. Vacation. Nelson shall receive four (4) weeks' paid vacation during each year of employment with the Warriors. Nelson's use and accrual of such vacation benefits shall be in accordance with the Warriors' policies and procedures governing such matters.

j. Perquisites. During the term of this Agreement, the Warriors shall provide Nelson with the following perquisites of employment:

(1) Housing Allowance. The Warriors shall provide Nelson a housing and living allowance of One Hundred Thousand Dollars (\$100,000.00) for each basketball season, to be paid in equal installments on the same dates Nelson is paid his salary by the Warriors;

(2) Automobile Allowance. The Warriors shall pay Nelson a monthly automobile allowance in the amount of One Thousand Dollars (\$1,000.00); and

(3) Season Tickets. The Warriors shall provide Nelson four (4) Club Level season tickets for all the Warriors' home games;

k. Other Benefits. Nelson shall be eligible for such other benefits as are available to other executive employees of the Warriors, including, but not limited to, paid holidays and paid sick leave.

l. Effect of League Fines, Suspension, or Termination.

(1) Effect on Salary and Benefits. Nelson acknowledges and agrees that should he be suspended, for either a definite or indefinite period, by the Commissioner of the NBA during the term of this Agreement, the Warriors shall withhold any payment of salary, bonuses, benefits, and perquisites described in this Section 3 for the duration of such suspension (excepting payment of such compensation for work performed by Nelson prior to the suspension). In no event, however, shall the Warriors fail to pay Nelson his salary for any week in which he performs any services for the Warriors.

(2) Reimbursement For NBA Fines. Nelson acknowledges and agrees that because he is obligated under this Agreement to adhere strictly to and to obey all rules and regulations of the NBA, any fine imposed upon him by the Commissioner of the NBA for violation of any of the NBA's rules or regulations does not generally constitute a reasonable expense incurred by Nelson in direct consequence of his obedience to the direction of the Warriors.

5. Termination of Employment.

a. Mutual Consent. This Agreement shall be terminated upon mutual written consent of the Warriors and Nelson. The Warriors' total liability to Nelson in the event of termination of Nelson's employment under this section shall be limited to the payment of Nelson's salary through the effective date of termination.

b. By Disability. The Parties acknowledge and agree that during his employment with the Warriors, Nelson will occupy a crucial and indispensable position within the Warriors'

organization. Accordingly, the Parties agree that if, in the sole opinion of the Warriors' President, Nelson shall be prevented from properly performing his duties hereunder by reason of any physical or mental incapacity for a period of more than sixty (60) days in the aggregate during any NBA season, then, to the extent permitted by law, his employment with the Warriors shall terminate. The Warriors' total liability in the event of such disability termination shall be limited to payment of Nelson's salary through the effective date of termination.

c. By Death. The Parties also acknowledge and agree that Nelson's employment with the Warriors shall, in accordance with Section 2920(c) of the California Labor Code, terminate immediately upon his death during the term of this Agreement. In that event, the Warriors shall pay Nelson's executors, administrators, heirs, personal representatives, successors, assigns or such beneficiary as Nelson may designate in writing, all compensation then due and owing for services performed.

d. By the Warriors for Cause. The Warriors may terminate Nelson for Cause, as defined below. For purposes of this Agreement, "Cause" shall mean the following: (1) Nelson's conviction of a felony or a crime involving moral turpitude or fraud; (2) the intentional violation of any material provision of the Constitution and By-Laws of the NBA (or any unintended violation not remedied within ten (10) days following written notice to Nelson by the Warriors); or (3) any willful material breach of this Agreement not remedied within ten (10) days following written notice by the Warriors. The Warriors' total liability to Nelson in the event of termination of Nelson's employment under this section shall be limited to the payment of Nelson's salary through the effective date of termination.

e. Nelson's Resignation. Nelson may terminate this Agreement by providing the Warriors with thirty (30) days' written notice of his resignation as Head Coach. The Warriors' total liability to Nelson in the event of termination of employment by his resignation shall be limited to the payment of his salary through the effective date of termination, provided that the Warriors shall have the option, in its sole discretion, to make Nelson's resignation effective at any time before the end of the thirty (30) day notice period if it pays Nelson his salary through the end of such period.

f. By The Warriors Without Cause. If, during the term of this Agreement, Nelson's employment is terminated by the Warriors for a reason other than for Cause (as that term is defined in Section 4.d. above), the Warriors shall pay Nelson his remaining salary due under Section 3.a., above, in equal monthly installments for five (5) years beginning on the first day of the month following the effective date of Nelson's termination. Such payments shall be less all applicable taxes, withholdings, and payroll deductions. In addition, such payments shall be subject to the mitigation and set-off provisions contained in Section 5.g., below.

g. Mitigation. Nelson agrees to mitigate the Warriors' obligation to make the payments described above in Section 4.f., provided that such obligation to mitigate shall end on the later of June 30, 2009, or the end of the 2008-2009 NBA season. The Warriors shall be entitled to off-set and reduce any and all amounts of compensation that may be due to Nelson from the Warriors under Section 4.f. against any amounts earned by Nelson under contracts with

other individuals or entities for work performed or services rendered on or before the later of June 30, 2009, or the end of the 2008-2009 NBA season. Notwithstanding the foregoing, it is the specific agreement between Nelson and the Warriors that the operation and implementation of this set-off provision shall never result in Nelson's receipt of less salary than he would have received had this Agreement remained in effect until its termination under Section 2, above.

h. Termination Obligations. Nelson agrees that all property, including, without limitation, all equipment, tangible confidential or proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Nelson incident to his employment belongs to the Warriors and shall be returned promptly to the Warriors upon termination of Nelson's employment. Nelson's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6. Confidential and Proprietary Information.

a. Confidential Information. During the term of this Agreement, Nelson will have access to and become acquainted with certain information and materials, including programs, equipment, formulae, systems, plays, methodology, organizational practices, strategies, plans, devices, records, and the Warriors' business and financial information, which constitute proprietary information owned by the Warriors. Should this Agreement terminate for any reason whatsoever, all right, title and interest in any such proprietary and/or confidential information, whether or not it was developed by Nelson or any of his assistants while employed by the Warriors, shall belong to and remain the property of the Warriors, and Nelson shall have no right, title or interest therein or thereto. Nelson shall not, during or after the term of his employment, disclose any of such confidential information, or any part thereof, to any person, firm, corporation, or other entity for any reason or purpose whatsoever.

b. Equitable Relief. Nelson acknowledges and agrees that the violation of this Section 6 will necessarily result in irreparable and immediate damage to the Warriors' business interests in an amount that may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Accordingly, Nelson agrees that the Warriors shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section 6 and for any other relief the Warriors deem appropriate. This right shall be in addition to any other remedy available to the Warriors in law or equity.

c. Survival. The terms of this Section 6, including the obligations imposed upon Nelson hereunder, shall survive the termination of his employment and the expiration of this Agreement.

7. Insurable Interest. Nelson acknowledges and agrees that the Warriors has an insurable interest in him. Nelson recognizes that the Warriors may desire to obtain for its benefit, term life insurance coverage and/or disability insurance covering Nelson. Therefore, Nelson agrees to cooperate fully with the Warriors in connection with obtaining such coverage. To that end, Nelson agrees to execute timely all required documents, submit to all required medical examinations and to cooperate reasonably with the Warriors in all matters pertaining to that

interest and in any and all reasonable attempts and actions by the Warriors to protect said interest. Nelson understands that neither he nor his beneficiaries shall have any right to the proceeds of any such policies obtained by the Warriors nor shall either be deemed to be the owner or beneficiaries of such policies.

8. No Other Negotiations. Nelson shall not during the term of this Agreement discuss or negotiate for his employment or possible employment with any representative of any other professional or college basketball organization unless he obtains the prior express written consent of the Warriors' President. Nelson shall immediately report to the Warriors' President all communications or inquiries made by any other professional or college basketball organization during the term of this Agreement concerning employment or possible employment with such other organization.

9. Arbitration.

a. Arbitrable Claims. All disputes between Nelson (and his attorneys, successors, and assigns) and the Warriors (and its affiliates, partners, members, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including, without limitation, all disputes relating in any manner to the employment or termination of Nelson, and all disputes arising under or related to this Agreement, ("Arbitrable Claims") shall be resolved exclusively by final and binding arbitration. All persons and entities specified in the preceding sentence (other than the Warriors and Nelson) shall be considered third-party beneficiaries of the rights and obligations created by this Section on Arbitration. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation (including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act), excepting only claims under applicable workers' compensation law and unemployment insurance claims.

b. Costs or Fees.

All administrative costs of the arbitration, such as arbitrator and court reporting fees, shall be divided equally between Nelson and the Warriors, unless otherwise required by law. Each party shall bear its other costs of arbitration, including attorney's fees, provided, however, that the arbitrator(s) may award attorney's fees to the prevailing party under the provisions of any applicable law.

c. Representation.

Nelson may, but is not required to, have an attorney represent him in preparation for and during the arbitration. If Nelson decides to use an attorney, Nelson shall be solely responsible for the payment of his attorney's fees and costs, subject to any statutory authority of the arbitrator to order reimbursement by the Warriors.

d. Arbitration Procedure.

All disputes subject to arbitration under this Agreement shall be resolved pursuant to the then current Employment Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The arbitrator shall have the authority to make any award that would be made by a court, but the arbitrator shall not have the authority to amend, modify, supplement, or change the terms and conditions of employment set forth in this Agreement or the Warriors' or the NBA's policies.

e. Location.

The location of the arbitration shall be in San Francisco, California.

f. Waiver of Right to Jury Trial.

Nelson and the Warriors agree that if for any reason any Arbitrable Claim is resolved in court rather than through arbitration, then, unless otherwise required by law, trial of that dispute will be to a judge sitting without a jury. Nelson and the Warriors each specifically waives to the full extent permitted by law any rights either may have to trial by jury of any such Arbitrable Claim.

g. Confidentiality. All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the arbitrator, and, if involved, the court and court staff.

h. Employee Acknowledgment.

The parties each understand that each is electing to resolve any Arbitrable Claim in an arbitral forum rather than a judicial forum and that he is giving up the right to a jury trial of any such dispute, claim, or controversy.

i. Continuing Obligations. The rights and obligations of Nelson and the Warriors set forth in this Section on Arbitration shall survive the termination of Nelson's employment and the expiration of this Agreement.

10. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Nelson's employment by the Warriors. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Warriors, now or in the future, apply to Nelson and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

11. Amendments. This Agreement may not be modified or amended, except by a writing signed by each of the Parties.

12. Assignment. Nelson shall not assign any of his rights or obligations under this Agreement.

13. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. To the extent any provision of this Agreement is held to be unenforceable under any rule or regulation of the NBA, the remainder of this Agreement shall remain in full force and effect.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California without regard to the choice of law principles thereof.

15. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any part. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Finally, the Parties agree that the titles to the Sections and subsections of this Agreement are included herein solely for convenience, are not a part of this Agreement, and do not in any way limit or simplify the terms of this Agreement.

16. Notices. Any notices or other communications required or permitted hereunder shall be in writing and delivered personally or by first-class mail directed to the addresses at the following addresses:

Nelson:

Mr. Don A. Nelson  
c/o Golden State Warriors  
1011 Broadway  
Oakland, CA 94607

With a copy to:

John O'Connor  
287 Makin Grade  
Kentfield, CA 94904

The Warriors:

Robert A. Rowell  
President, Golden State Warriors  
1011 Broadway  
Oakland, CA 94607

With a copy to:

Kent Jonas, Esq.  
Thelen Reid & Priest LLP  
101 Second Street, Suite 1800  
San Francisco, CA 94105

If mailed, such notice shall be deemed to be effective on the second business day after mailing. Any party may change its address set forth above pursuant to notice delivered in accordance with this Section 13.

17. Waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any provision or breach of this Agreement shall be deemed or shall

constitute a waiver of any other provision or breach, whether or not similar, nor shall any waiver constitute a continuing waiver.

18. Acknowledgment. Nelson acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

GOLDEN STATE WARRIORS,  
a California Limited Liability Company

By: \_\_\_\_\_ By: \_\_\_\_\_  
ROBERT R. ROWELL DON A. NELSON  
President