TRANSFEROR'S INSTRUCTIONS TO REQUEST A PSL TRANSFER

Please read through the corresponding documentation carefully before submitting your Permanent Seat License ("PSL") transfer paperwork to the Cleveland Browns. The Cleveland Browns require that both the Official PSL Transfer Agreement and the Official Statement of Transferor be signed by the Transferor <u>before a notary public</u> and that any required supporting legal documentation be presented to the notary public at the time of signature. Please note that notarization is required to ensure the proper PSL holder is initiating the transfer and to ultimately preserve the integrity of the PSLs and the PSL transfer.

For the instructions specific to your unique situation, <u>first</u>, determine whether any unique scenarios or circumstances apply to the person or entity that is transferring the PSL (the "<u>Transferor</u>").

Scenario A: Transferor is a corporate entity (i.e., on the PSL Agreement, a corporate entity is listed as the PSL holder and the corporate entity wishes to transfer the PSL to a third party).

Scenario B: The PSL holder listed on the PSL Agreement is deceased.

Scenario C: Two individuals are listed as the PSL holder on the PSL Agreement (very rare). *Note: Joint ownership is prohibited on a going forward basis.*

<u>Second</u>, determine whether any unique scenarios or circumstances apply to the individual or entity to whom the PSL is being transferred ("<u>Recipient</u>"). Note that all Recipients must be at least eighteen (18) years of age.

Scenario D: Recipient is a "<u>Direct Family Member</u>", defined as a parent; a sibling; a child by blood, adoption, or marriage; a spouse; a grandparent or a grandchild of the Transferor, and Transferor wishes for season ticket member account status to transfer to Recipient.

<u>**Third</u>**, click on the applicable link below to receive the Detailed Instructions specific to the unique circumstances of the PSL transfer.</u>

Detailed Instructions if None of Unique Scenarios A, B, C, or D apply

Detailed Instructions if <u>only Scenario D applies</u> (PSL is transferred to a Direct Family Member)

Detailed Instructions if *only Scenario A applies* (PSL is transferred from a Corporate Entity)

Detailed Instructions if <u>only Scenario B applies</u> (PSL is transferred from a deceased PSL holder to a third party who is NOT a Direct Family Member)

Detailed Instructions if *both Scenario B and D apply* (PSL is transferred from a deceased PSL holder to a Direct Family Member and season ticket account tenure is to transfer to the Direct Family Member)

Detailed Instructions if <u>only Scenario C applies</u> (two individual are listed as co-owners on the PSL Agreement) AND one of the PSL holders is relinquishing their PSL rights to the other <u>PSL holder</u>.

Detailed Instructions if <u>only Scenario C applies</u> (two individuals are listed as co-owners on the PSL Agreement) AND the PSL is NOT being transferred to a Direct Family Member.

Detailed Instructions if *both Scenarios C and D apply* (two individuals are listed as co-owners on the PSL Agreement) AND *the PSL is being transferred to a Direct Family Member*.

Detailed Instructions if <u>only Scenario C applies</u> (two individuals are listed as co-owners on the PSL Agreement) AND one of the PSL holders is requesting that we remove the other co-owner.

<u>Finally</u>, follow the Detailed Instructions to gather the requirements supporting legal documentation and to complete the required paperwork. Return the completed paperwork to the Browns.



OFFICIAL PSL TRANSFER AGREEMENT

(The information below is to be completed by Transferor (i.e., the current PSL Holder of Record))

TRANSFEROR INFORMATION	SEATS TO BE TRANSFERRED		
Transferor Account Number:	Category: Quantity of Seats*:		
Account Holder Name(s) as listed on PSL Agreement:	Section: Row: Seats: *A transfer fee of \$50 per seat must be included with paperwork. This document will not be processed until payment is received.		

<u>Special Circumstances of Transfer</u> (Check ALL that apply and enter the corresponding information):

- □ **The PSL Holder is deceased**. Write the name of the Executor/Administrator of the deceased's Estate who is authorized to act on the deceased's behalf: ______
- □ A Corporate Entity is listed as the PSL Holder on the original PSL Agreement. Write the name of Representative / Authorized Contact authorized to transact on behalf the corporate entity: ______
- □ **The PSL is being transferred to a Direct Family Member** (a parent; a sibling; a child by blood, adoption, or marriage; a spouse; a grandparent or a grandchild of Transferor) and Transferor would like season ticket member account tenure to transfer to the Direct Family Member Recipient.
- □ The PSL is jointly owned (Two individuals are listed as the PSL holder on the original PSL Agreement). This is very rare and joint ownership is prohibited on a going forward basis.
- □ None of the above special circumstances apply to the transfer.

Whereas, the individual identified above as "<u>Transferor</u>" is party to a Permanent Seat License ("<u>PSL</u>") granting Transferor a license to purchase and use a certain number of seats in the Category of Cleveland Browns Stadium (the "<u>Stadium</u>") as indicated above (the "<u>Seats</u>");

Whereas, Transferor, or a legal representative duly authorized to act on Transferor's behalf, wishes to transfer the PSL and rights to the Seats to the individual identified below as "<u>Recipient</u>"; and

Whereas, the individual identified below as "<u>Recipient</u>" wishes to assume Transferor's PSL rights and obligations to the Seats.

Therefore, subject to the approval of the Cleveland Browns, Transferor and Recipient agree as follows:

1. Transferor hereby permanently and irrevocably transfers to Recipient all Transferor's rights and interests in and to the PSL with respect to the Seats. Transferor hereby relinquishes all rights to the Seats.

2. Recipient accepts and assumes all obligations and liabilities of Transferor, including without limitation all obligations and liabilities under the PSL Agreement with respect to the Seats. Recipient acknowledges and agrees that such obligations specifically include the obligation to purchase season tickets for the Seats for all Cleveland Browns home games (preseason, regular season, and post season) for as long as the Browns play in the Stadium.

3. Upon the submission of this Official PSL Transfer Agreement, as executed by both Transferor and Recipient and duly notarized by a public notary, and payment to the Cleveland Browns of the required transfer fee

of \$50.00 per seat, the transfer request will be reviewed by the Cleveland Browns. Incomplete paperwork or paperwork that does not have the correct information will not be processed. The transfer of the PSL will be effective once approved by the Browns and upon Recipient's execution of a PSL Agreement for the Seats.

Both Transferor and Recipient acknowledge and agree that the information provided herein is true and accurate in all respects. Transferor and Recipient have provided their signatures in the spaces below to indicate their agreement with the terms of this Official PSL Transfer Agreement.

Section A Signature of TRANSFEROR (sign before a notary)	STATEMENT OF NOTARY State of County of ss: The foregoing instrument was acknowledged before me this
Printed Name:	Interforegoing instrument was acknowledged before the units
☐ The PSL is being transferred to my Direct Family Member. Recipient is my: (indicate relationship between Transferor and Recipient)	By: [Seal]
Section C Signature of RECIPIENT:	Section D: Complete if Recipient is a corporate entity Information for Contact Person to be listed on the account who is authorized to transact on corporate entity's behalf: Printed Name: Job Title: Address: Email Address:
Phone:	Phone:

The signed and notarized **Official PSL Transfer Agreement** and **Official Statement of Transferor** and the applicable **\$50** per seat PSL transfer fee must be received by the Cleveland Browns by **April 1**st to be processed for the upcoming season.



OFFICIAL STATEMENT OF TRANSFEROR

On this day of , 20 , I hereby permanently relinquish any and all of my rights and privileges as holder of those Permanent Seat Licenses identified in the Official PSL Transfer Agreement (the "Transfer Agreement") executed by me and to which this Official Statement of Transferor is attached. Furthermore, I declare, warrant, and represent under penalty of perjury that, in connection with the Transfer Agreement, (i) I have truthfully completed all information required; (ii) in the event that any Special Circumstances of Transfer apply to the transaction, I have provided all required supporting documentation to a notary public upon my execution and the notarization of the Transfer Agreement; (iii) all information provided to facilitate this transfer is true and any documentation presented is authentic; (iv) I have the requisite legal authority to perform this transaction and make such a transfer. I agree that in the event any of my statements or any information provided in connection with the transfer is not true or is factually incomplete, as determined solely by the Cleveland Browns, then the transfer and/or all related transactions will be deemed unauthorized and invalid and any privileges enjoyed by me and Recipient may be revoked and/or terminated in the Cleveland Browns' sole discretion, in addition to other rights and remedies available to the Cleveland Browns under law. Such termination, revocation and other rights and remedies are not subject to waiver or time limitations. Additionally, I further agree to indemnify, defend and hold the Cleveland Browns and its affiliates and parents and each of their respective officers, directors, employees, and agents harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs) arising in connection with the Official PSL Transfer Agreement executed by me and/or this Official Statement of Transferor and otherwise in connection with my transfer of the PSL. The Browns reserve the right to take exclusive control and defense of any claim, and I will cooperate fully with the Browns in asserting any available defenses.

X_____(Transferor*) *or individual duly authorized to act on Transferor's behalf

(printed name)

STATEMENT OF NOTARY

State of ______ County of

On this _____ day of ______, 20____, before me, the undersigned officer, personally , known to me (or satisfactorily proven) to the person whose name appeared is subscribed to within the foregoing instrument. No oath or Affirmation was given to the signer in connection to the signing of this instrument.

In witness whereof, I hereunto set my hand and official seal.

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Notary Public, _____ (printed)

My commission expires

The signed and notarized **Official PSL Transfer Agreement** and **Official Statement of Transferor** and the applicable \$50 per seat PSL transfer fee must be received by the Cleveland Browns by April 1st to be processed for the upcoming season.

[Seal]