GIANTS STADIUM LLC ("GSLLC") AND NEW YORK FOOTBALL GIANTS, INC. ("GIANTS") REQUEST TO TRANSFER PERSONAL SEAT LICENSE ("PSL") AND ASSOCIATED TICKET AGREEMENT

INSTRUCTIONS AND TRANSFER AGREEMENT ("Agreement")

- 1. Complete all information. PLEASE PRINT LEGIBLY. Incomplete, illegible or inaccurate forms will not be approved.
 - THERE ARE FOUR (4) PAGES TO THIS AGREEMENT.
 - PLEASE SIGN ON PAGE 2 AND RETURN IT TO US TO ACKNOWLEDGE YOUR AGREEMENT TO THESE INSTRUCTIONS AND THIS TRANSFER AGREEMENT.
 - PLEASE COMPLETE PAGES 3 (SELLER/TRANSFEROR) AND 4 (BUYER/TRANSFEREE), SIGN EACH PAGE, INCLUDE PROPER IDENTIFICATION (SEE PAGE 2) AND
 RETURN BOTH PAGES TOGETHER WITH A CHECK FOR \$200 PER TRANSFER (NOT PER SEAT) PAYABLE TO: GIANTS STADIUM LLC, ATTENTION: TICKET OFFICE,
 Quest Diagnostics Training Center, 1925 Giants Drive, East Rutherford, New Jersey 07073
 - MULTIPLE TRANSFERS OF ONE ACCOUNT MUST ALL BE SUBMITTED AT THE SAME TIME
- 2. To be **ELIGIBLE** for Transfer, the current PSL Holder ("Seller" or "Transferor") must be **FULLY PAID AND IN GOOD STANDING**. If you have questions about your account, please contact the New York Giants Ticket Office at 201-935-8222. "PSL" as used in this Agreement means **both** the PSL Agreement(s) with GSLLC and the associated Ticket Agreement(s) with the Giants. No one under the age of eighteen (18) may participate in the transfer process or hold a PSL.
- 3. No Transfer is effective until and unless (a) it is approved by GSLLC and the Giants, (b) the new PSL Holder ("Buyer" or "Transferee") has signed a PSL Agreement with GSLLC and a Ticket Agreement with the Giants, and receives an account number, and (if applicable) the Seller signs a new replacement PSL, and (c) the TRANSFER FEE has been paid in full. UNTIL ALL OF THESE REQUIREMENTS ARE MET, THE ORIGINAL PSL HOLDER, THE SELLER, REMAINS FULLY OBLIGATED AND LIABLE UNDER THE ORIGINAL PSL AGREEMENT. IT IS SELLER'S OBLIGATION TO HAVE BUYER SIGN ALL FORMS AND AGREEMENTS. AND UNTIL ALL DOCUMENTS ARE SIGNED AND RETURNED, NO TRANSFERS WILL BE APPROVED.
- 4. **TRANSFER FEES**: Either Seller or Buyer must pay a \$200.00 Transfer Fee for each Transfer (not per seat). The Transfer Fee is due and payable when this fully completed and signed Agreement is returned to us.
- 5. By signing this Agreement, once GSLLC and the Giants approve this Transfer Request and it becomes effective under paragraph 3, above, Seller agrees that (a) Seller releases GSLLC, the Giants and their affiliates from any further obligation or liability relating to the PSL, the Ticket Agreement, or tickets to Giants Games under the PSL transferred; (b) Seller no longer will have any PSL rights or rights to buy tickets for Giants games under the PSL or Ticket Agreement for the PSL rights and seats that are transferred, including for any amounts previously paid by the Seller, and that, upon the Effective Date of transfer, if approved, Seller's PSLs and Ticket Agreements are transferred are cancelled; and (c) Seller acknowledges and agrees that if this transfer does not relate to all such PSLs, then Seller will be required to sign a new and replacement PSL.
- 6. Neither GSLLC nor the Giants is a party to any separate agreement between the Seller and Buyer. GSLLC and the Giants reserve the right to approve or disapprove any Transfer Request in their sole discretion, and to seek more information concerning the creditworthiness of Buyers or additional document or agreements to complete a transfer. BUYERS WHO SIGN AND SUBMIT THIS TRANSFER REQUEST FORM HEREBY AGREE THAT GSLLC OR THE GIANTS MAY CONDUCT CREDIT CHECKS.
- 7. IF THE PSL BEING TRANSFERRED IS IN THE NAME OF AN INDIVIDUAL, then the current PSL holder (Seller) must include a copy of a valid state issued photo ID or should have his or her signature notarized. FOR BUYERS, PSLs can only be in the name of ONE individual
- 8. IF THE PSL BEING TRANSFERRED IS IN THE NAME OF TWO OR MORE INDIVIDUALS, then each of the individual PSL holders who are Sellers must provide a copy of a valid state issued photo ID or have both signatures notarized. FOR BUYERS, PSLs can only be in the name of ONE individual.
- 9. IF THE PSL BEING TRANSFERRED IS IN THE NAME OF AN ENTITY (e.g., a CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR TRUST), those signing must certify that the person(s) signing this Agreement is authorized by all appropriate corporate action to sign this Agreement, to agree to all of the terms of this Agreement and Transfer Request, and to bind his or her respective entity. The Seller and Buyer (as applicable) also must submit a letter on company letterhead signed by an officer of the company. FOR BUYERS, PSLs can only be in the name of ONE entity.
- 10. **IF THE PSL HOLDER IS ALIVE BUT INCAPACITATED**, this Agreement must be signed by a person certifying that he or she is, or has the written authorization of, the natural or legal guardian, conservator, or attorney-in-fact (Power of Attorney), and you must submit documentation to that effect, and a copy of a valid state issued photo ID or notarized signature in the transfer package.
- 11. IF THE PSL HOLDER HAS DIED, this Agreement must be signed by all executor(s), administrator(s) of the estate of the deceased PSL Holder, or the duly appointed agent under an executed and notarized Power of Attorney. The person signing hereby certifies, warrants and represents as follows: (a) he/she is the executor, administrator, personal representative, heir or beneficiary of the estate of the deceased PSL Holder, or other person charged with the responsibility of dealing with the rights and assets of the deceased PSL Holder, and (b) is authorized to sign this Agreement, to agree to all of the terms of this Agreement, and to bind the estate and all applicable heirs, successors or assigns or others who may claim rights under a PSL. A copy of the PSL holder's death certificate, proof of the executor's or administrator's or agent's authority also must be included with the transfer package.

- 12. IF THE PSL IS BEING TRANSFERRED AS THE RESULT OF A DIVORCE, the applicable party must submit a copy of the applicable page(s) of the divorce decree (including cover page and last page signed by judge).
- 13. **INDEMNIFICATION:** The undersigned (the "Indemnifying Party") agrees:
 - a. On behalf of himself/herself, individually and in any representative capacity, to defend, indemnify, save and hold harmless Giants Stadium LLC, New York Football Giants, Inc. and their subsidiaries, affiliates, related entities, owners, shareholders, partners, agents, employees, officers, directors, and each of them (collectively the "Indemnified Parties"), from any and all threatened or actual third party claims of any kind, and all losses, damages, settlements, judgments, liabilities, fines, penalties, costs, and expenses (including, but not limited to, the reasonable fees of attorneys, consultants and expert witnesses and all related costs and expenses, and all of such fees and costs of enforcing any right to defense and/or indemnification hereunder) (all of the foregoing are "Claims") arising out of or relating to any allegations of facts that, if true, would constitute (a) any negligent or willful act or omission by the Indemnifying Party that violates the rights of any third parties; and/or (b) the inaccuracy of, or default or breach of, any of the terms, obligations, covenants, representations and/or warranties made by the Indemnifying Party in this Agreement; and/or (c) a Claim brought by, as the case may be, any beneficiary or heir of the Deceased PSL Holder or of his/her Estate or by any third party arising from or in connection with any tax liability of the estate or the Deceased PSL Holder or any third party.
 - b. Once the PSL transfer becomes effective, the undersigned, on behalf of herself, individually and in any representative capacity (a) RELEASES AND DISCHARGES the Indemnified Parties (as defined above) from any further obligations, liabilities, damages or other remedies available to the Estate or to the heirs of the Deceased PSL Holder or to any third party relating to the PSL and associated Season Ticket Agreement.
- 14. <u>TIME PERIODS</u>: Each PSL can be transferred only once in any period of 365 days, unless otherwise approved in writing by GSLLC or the Giants. PSL transfers will be approved **only between February 1 and March 1 and September 15 and October 31.**
- 15. PARKING PASSES: If the current account has 1 or more parking passes, the parking pass may be transferred with the PSL to the transferee. Parking passes cannot be maintained on an account without a PSL on the same account. If the account has no parking pass or the current owner is not transferring the parking pass to the transferee, the new owner must have at least 2 PSLs on the account to be eligible to be placed on a waiting list for a parking pass. Parking passes cannot be transferred independently of a PSL transfer.
- 16. GSLLC or the Giants may request additional information.
- 17. THE UNDERSIGNED FURTHER UNDERSTANDS AND AGREES THAT HE/SHE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, AND EITHER HAS DONE SO OR KNOWINGLY HAS WAIVED THE RIGHT TO OBTAIN LEGAL ADVICE.

BY THEIR SIGNATURE BELOW, BOTH SELLER AND BUYER CONFIRM THAT THEY HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE.

INFORMATION ABOUT THE CURRENT PSL HOLDER ("SELLER") AND PSLs, ETC.

Account Name:		Account Number:
	ame (if a business):	Email:
Please make sure to include a legible valid state issued photo ID OR have your signature notarized		☐ Check if you have been assigned ADA or wheelchair accessible seating
CHECK ONLY	Y ONE OPTION: TRANSFER ENTIRE ACCOUNT OR PART OF THE ACC	COUNT:
	REQUEST TRANSFER OF MY <u>ENTIRE</u> PSL ACCOUNT AND PARKING PA ore rights, seats, or parking passes:	ASSES. This will transfer all rights and seats, and you will have no
SE	ECTION: ROW: SEATS: Number of Parking Passo	es
	I AM TRANSFERRING EVERYTHING TO ONE BUYER. The name of	the buyer is
	I AM TRANSFERRING TO MORE THAN ONE BUYER. The names of	f the buyers are
	[PLEASE COMP	LETE A BUYER'S FORM FOR EACH BUYER]
	REQUEST TRANSFER OF <u>PART</u> OF MY PSL ACCOUNT. If you checked	this box, please complete the following information:
PS	SLs I want to Keep : SECTION: ROW: SEATS: N	umber of Parking Passes
PS	SLs I want to Transfer : SECTION: ROW: SEATS: N	lumber of Parking Passes
	☐ I AM TRANSFERRING TO ONE BUYER. The name of the buyer	er is
	☐ I AM TRANSFERRING TO MORE THAN ONE BUYER The name	
	[PLEA	ASE COMPLETE A BUYER'S FORM FOR EACH BUYER]
AGREEMENT. FOR YOURSEL THIS FORM AI GSLLC AND TH RECEIVES AND BEEN PAID IN	HIS AGREEMENT AND THESE TRANSFER FORMS YOU AGREE TO ALL OF THI YOU CERTIFY THAT THE INFORMATION ON THIS FORM AND IN THE AGRE. FOR A PERSON OR ENTITY, THAT YOU HAVE REVIEWED THE TRANSFER RE ND IN THE AGREEMENT IS CORRECT AND NOT MISLEADING. YOU ALSO AGHE GIANTS, (B) THE NEW PSL HOLDER ("BUYER") HAS SIGNED A PSL AGREE ACCOUNT NUMBER, AND (IF APPLICABLE) THE SELLER SIGNS A NEW REPLAFULL. UNTIL ALL OF THESE REQUIREMENTS ARE MET, THE ORIGINAL PSL HR THE ORIGINAL PSL AGREEMENT. A NEW SENIORITY DATE WILL BE APPLIED.	EMENT IS TRUE AND CORRECT, THAT YOU ARE AUTHORIZED TO SIGN EQUIREMENTS AND PROCEDURES, AND THAT THE INFORMATION ON GREE THAT NO TRANSFER IS COMPLETE UNTIL (A) IT IS APPROVED BY MENT WITH GSLLC AND A TICKET AGREEMENT WITH THE GIANTS, ACEMENT PSL AGREEMENT WITH GSLLC, AND (C) THE TRANSFER FEE HAS IOLDER, THE SELLER/TRANSFEROR, REMAINS FULLY OBLIGATED AND
PRINT NAME	E OF INDIVIDUAL OR ENTITY:	DATE:
IF AN ENTITY	y, PRINT NAME AND TITLE OF PERSON SIGNING FOR ENTITY:	
SIGNATURE:		
☐ Individua	I ☐ Corporate ☐ Power of Attorney ☐ Exe	ecutor or Administrator
PAGES TOGE	ALL PAGES, SIGN EACH PAGE, INCLUDE PROPER IDENTIFICATION (SETHER WITH A CHECK FOR \$200 PER TRANSFER (NOT PER SEAT) POR DIUM LLC, ATTENTION: TICKET OFFICE, QUEST DIAGNOSTICS TRANS	AYABLE TO

MULTIPLE TRANSFERS OF ONE ACCOUNT MUST ALL BE SUBMITTED AT THE SAME TIME

INFORMATION ABOUT THE NEW PSL HOLDER ("BUYER")

Account Name:	Account Number:	
Contact Name (If account name is business):	(Please indicate your existing account number if you have one, if not, one will be provided by GSLLC/Giants if approved. Please do NOT put the account number of the seller)	
Address:	· · · · · · · · · · · · · · · · · · ·	
	We will NOT set up multiple accounts in the same name.	
PSLs to be transferred (if approved):		
PSES to be transferred (if approved).	Email:	
SECTION: ROW: SEATS: _	Daytime Phone:	
SECTION: ROW: SEATS:	Evening Phone:	
Number of Parking Passes:	Cell Phone:	
If a parking pass was not transferred to you and you are if you would like to be added to the parking waiting list	e a NEW account holder and you have a minimum of 2 PSLs, please check here 	
NOTE: PARKING PASSES ARE NOT GUARANTEED TO BE	AVAILABLE	
☐ Check if this seat location has been designated as ADA or agreement if your location is designated as an ADA or acc	wheelchair accessible (You will be required to sign an addendum to your PSL essible seating)	
AGREE THAT YOU WILL SIGN, THE PSL AGREEMENT AND ASSOCIAPPLIED TO ALL NEW ACCOUNTS, AND (4) YOU CERTIFY THAT T	RUN CREDIT CHECKS ON YOU, (2) THAT YOU HAVE READ, AND YOU HEREBY CLATED TICKET AGREEMENT, (3) THAT A NEW SENIORITY DATE WILL BE THE INFORMATION ON THIS FORM IS TRUE, CORRECT, AND NOT MISLEADING, MED ENTITY, AND THAT YOU HAVE REVIEWED THE TRANSFER REQUIREMENTS	
TRANSFER FEE: A TRANSFER FEE of \$200 per transfer (not per so Giants Stadium LLC.	eat) must be submitted with this Transfer Request. Make checks payable to	
<u>IMPORTANT</u> : Season Ticket Invoices Are Due and Payable in Fu	all no later than the due date set forth in the ticket invoice.	
PRINT NAME OF INDIVIDUAL OR ENTITY:	DATE:	
IF AN ENTITY, PRINT NAME AND TITLE OF PERSON SIGNING FOR	ENTITY:	
SIGNATURE:		

COMPLETE ALL PAGES, SIGN EACH PAGE, INCLUDE PROPER IDENTIFICATION (SEE ABOVE) AND RETURN ALL PAGES TOGETHER WITH A CHECK FOR \$200 PER TRANSFER (NOT PER SEAT) PAYABLE TO GIANTS STADIUM LLC, ATTENTION: TICKET OFFICE, QUEST DIAGNOSTICS TRAINING CENTER, 1925 GIANTS DRIVE, EAST RUTHERFORD, NEW JERSEY 07073.

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