

STADIUM MANAGEMENT COMPANY, LLC.
CLUB SEAT SEASON TICKET ASSIGNMENT FORM
(Valid from September 15, 2020 until December 31, 2020)

The undersigned does hereby assign and transfer to the party named in Part II the Broncos club seat locations identified below, effective February 8, 2021.

PART I – Information Concerning the Current Club Seat Licensee or Deceased Club Seat Licensee:

Name/Company Name: _____ E-Mail Address: _____
Attention Name (If Company): _____
Address: _____
City: _____ State: _____ Zip: _____
Day Telephone Number: (____) _____ Evening Telephone Number: (____) _____
Season Ticket Account Number: _____ Priority Number: _____
Seat Locations to Be Transferred: Section: _____ Row: _____ Seats: _____
Section: _____ Row: _____ Seats: _____

PART II – Information Concerning the New Club Seat Licensee:

**MUST BE AN “IMMEDIATE FAMILY MEMBER” FOR A LICENSE AGREEMENT HELD BY AN INDIVIDUAL,
OR AN “AFFILIATE” FOR LICENSE AGREEMENTS HELD BY PARTNERSHIPS, CORPORATIONS OR LLCs.**
(ALL AS MORE PARTICULARLY DESCRIBED IN THE LICENSE AGREEMENT AND ON THE REVERSE SIDE OF THIS ASSIGNMENT FORM)

Name/Company Name: _____
Attention Name (If Company): _____
Relation to Current Club Seat Licensee: _____
Address: _____
City: _____ State: _____ Zip: _____
Day Telephone Number: (____) _____ Evening telephone number: (____) _____
E-Mail Address: _____

PART III – Agreement Between Current and New Club Seat Licensees, and Representations of One or Both of Them to SMC:

TO BE COMPLETED IN THE PRESENCE OF AND ACKNOWLEDGED BY A NOTARY PUBLIC.

A. THE CURRENT CLUB SEAT LICENSEE HEREBY ASSIGNS, AND THE NEW CLUB SEAT LICENSEE HEREBY ACCEPTS ASSIGNMENT OF, THE CLUB SEAT LICENSE AGREEMENT BETWEEN THE CURRENT CLUB SEAT LICENSEE AND STADIUM MANAGEMENT COMPANY, LLC (“SMC”).

B. BY EXECUTING THIS ASSIGNMENT FORM, WE REPRESENT AND WARRANT TO SMC THAT THIS ASSIGNMENT COMPLIES WITH THE “ASSIGNMENT AND TRANSFER RESTRICTION” OF THE CLUB SEAT LICENSE AGREEMENT SET FORTH THEREIN AND ON THE REVERSE SIDE OF THIS FORM FOR CONVENIENCE. WE ARE DEMONSTRATING BY THE SIGNATURES BELOW THAT THE NEW CLUB SEAT LICENSEE IS AN “IMMEDIATE FAMILY MEMBER” FOR AN ACCOUNT HELD BY AN INDIVIDUAL OR AN “AFFILIATE” FOR ACCOUNTS HELD BY PARTNERSHIPS, CORPORATIONS OR LLCs (AS MORE PARTICULARLY DESCRIBED IN THE LICENSE AGREEMENT). WE AGREE THAT SMC, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO IT, MAY IMMEDIATELY TERMINATE THE CLUB SEAT LICENSE AGREEMENT ASSIGNED HEREIN IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT WE HAVE NOT COMPLIED WITH THE “ASSIGNMENT AND TRANSFER RESTRICTION” PROVISION. THE NEW CLUB SEAT LICENSEE FURTHER AGREES TO SUBMIT SUCH FINANCIAL INFORMATION AS MAY BE REASONABLY REQUESTED BY SMC TO DEMONSTRATE THE ABILITY TO SATISFY ALL OBLIGATIONS OF THE CLUB SEAT LICENSE AGREEMENT.

C. THE NEW CLUB SEAT LICENSEE AGREES TO BE BOUND BY EACH AND EVERY TERM AND CONDITION OF THE CLUB SEAT LICENSE AGREEMENT BETWEEN THE CURRENT CLUB SEAT LICENSEE AND SMC. THE NEW CLUB SEAT LICENSEE REPRESENTS THAT A COPY OF SAID CLUB SEAT LICENSE AGREEMENT HAS BEEN PROVIDED BY THE CURRENT CLUB SEAT LICENSEE. THE NEW CLUB SEAT LICENSEE EXPRESSLY DISAVOWS ANY OBLIGATION OF, OR RELIANCE UPON, SMC TO PROVIDE A COPY OF SAID AGREEMENT. BY EXECUTING THIS ASSIGNMENT FORM, THE NEW CLUB SEAT ACCOUNT HOLDER FURTHER AGREES TO COMPLY WITH THE OTHER TERMS, CONDITIONS AND POLICIES SET FORTH AND MODIFIED FROM TIME TO TIME BY THE DENVER BRONCOS FOOTBALL CLUB AND SMC.

CURRENT CLUB SEAT LICENSEE:

Printed Name: _____
Signature: _____
The foregoing instrument was acknowledged before me
this _____ day of _____, ____ (year).
My Commission expires: _____
Notary Public: _____
Printed Name: _____

NEW CLUB SEAT LICENSEE:

Printed Name: _____
Signature: _____
The foregoing instrument was acknowledged before me
this _____ day of _____, ____ (year).
My Commission expires: _____
Notary Public: _____
Printed Name: _____

(SEE REVERSE SIDE FOR ADDITIONAL INFORMATION)

PART IV - Transfer Fee Computation

A transfer fee of \$25 per seat is to be paid to Stadium Management Company, LLC at the time the assignment form is submitted. A personal check, money order, credit card, or cashier's check made payable for the entire amount of the transfer fee is to be remitted by the New Club Seat Licensee.

Number of Seats to Be Transferred: _____
Per Seat Transfer Fee: X \$ 25.00
Total Transfer Fee: \$ _____

Credit Card Payment Information

Card Number: _____ Expiration: _____ Signature: _____

PART V

Account Credits- Please select one.

Please refund any account credit to current season ticket holder. _____

Please apply any account credit to new season ticket account. _____

PART VI - Submit Documentation To SMC at the Broncos Ticket Office and Processing of Assignment Form

Verify your paperwork to ensure:

- **The New Club Seat Licensee is an "Immediate Family Member" or an "Affiliate" as defined in the "Assignment and Transfer" provision of the Club Seat License Agreement (set forth below). The Denver Broncos reserve the right to request any information or documentation to demonstrate.**
- The Current Club Seat Licensee has completed Part I.
- The New Club Seat Licensee has completed Part II.
- Both the Current and New Club Seat Licensees have executed the assignment and representations provision in Part III, and their signatures have been witnessed and acknowledged by a notary public.
- The New Club Seat Licensee has properly computed the transfer fee and enclosed a personal check, money order, cashier's check, or credit card for the full amount of the transfer fee as set forth in Part IV.

The Club Seat Assignment Form must be received by SMC in the Broncos Ticket Office prior to the close of business on December 31, 2020. The address is: **Denver Broncos Ticket Office; Transfer Department, 1701 Bryant St., Suite 100, Denver, CO 80204-1721.** The Ticket Office is located on the south side of Empower Field at Mile High.

A valid and approved assignment will become effective, and the Club Seat License Agreement between the Current Club Seat Licensee and SMC will be fully and completely assigned to the New Club Seat Licensee, upon processing of this Club Seat Ticket Assignment Form and acceptance of the New Club Seat Licensee by SMC.

PART VI - Club Seat License Agreement Terms, Conditions and Club Seat Pricing Schedule

Section 17: Assignment and Transfer Restriction

(a) Licensee shall not, either voluntarily or by operation of law, assign, encumber, sublicense, hypothecate or otherwise transfer the License or any interest in this Agreement, or any part thereof (any such assignment, encumbrance, sublicense, pledge, hypothecation, or transfer is hereinafter referred to as a "Transfer"). For purposes of this Agreement, the term "Transfer" shall also include (a) if Licensee is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, within a twelve (12) month period, or the dissolution of the partnership, and (b) if Licensee is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter) or a limited liability company, the dissolution, merger consolidation, division, liquidation or other reorganization of Licensee, or within a twelve month period: (y) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting securities or membership interests of Licensee (other than to an Immediate Family Member (hereinafter defined) by reason of gift or death) or (z) the sale of more than an aggregate of fifty percent (50%) of Licensee's net assets. Notwithstanding the foregoing provisions of this Section 17 to the contrary, Licensee shall be permitted to transfer all, but not less than all, of its interest in this Agreement (i) to an Affiliate (hereinafter defined) if Licensee is a partnership, corporation or limited liability company, or (ii) to one Immediate Family Member if the Licensee is an individual (by reason of gift or death only) provided all of the following are delivered to the Licensor: [A] the name, address (no c/o addresses permitted) and phone number of the Affiliate or Immediate Family Member proposed to receive the transfer of Licensee's interest in this Agreement (the "Permitted Successor Licensee"); [B] financial information with respect to the Permitted Successor Licensee as Licensor shall reasonably require; [C] a transfer fee in an amount as required from time to time by Licensor which shall not exceed the product of the number of the Club Seats multiplied by (i) \$75.00 if the transfer is requested after January 15, 2001 and prior to and including January 15, 2003, or (ii) \$100.00 if the transfer is requested after January 15, 2003; and [D] an originally signed copy of the document evidencing the transfer of Licensee's interest in this Agreement to the Permitted Successor Licensee on a form provided by Licensor. Notwithstanding any transfer of the Licensee's interest in this Agreement to a Permitted Successor Licensee, Licensee shall remain fully and primarily liable for the payment of the Annual Licensee Fee and for the performance of all other obligations of Licensee contained in this Agreement to the same extent as if such transfer had not occurred. Any Transfer or attempted Transfer of any interest in this Agreement by Licensee in contravention of the provisions of this Section 17 and any transfer or attempted transfer of Licensee's interest in this Agreement to a Permitted Successor Licensee without complying with all the requirements set forth in this Section 17 shall be null, void, and of no effect and shall constitute a material breach of this Agreement by Licensee.

Section 20: Defined Terms

- (a) "Affiliate" shall mean any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Licensee, including, without limitation, any parent corporation controlling Licensee or any subsidiary that Licensee controls. The term "control," as used in this subsection, shall mean the power to direct or cause the direction of the management and policies of the controlled entity through the ownership of more than fifty percent (50%) of the voting securities in such controlled entity.
- (e) "Immediate Family Member" shall mean a parent, spouse, child or sibling.