

This Charter Ownership Transfer Agreement (this "Agreement") is made and entered into by and between the undersigned transferor ("Transferor") and the undersigned transferee ("Transferee").

**PART I - To be completed by Transferor, the Current COA Holder of Record**

Name (printed) \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (day) \_\_\_\_\_ (Eve) \_\_\_\_\_

Signature \_\_\_\_\_

Please transfer the following:

Section \_\_\_\_\_ Row \_\_\_\_\_ Seats \_\_\_\_\_

Section \_\_\_\_\_ Row \_\_\_\_\_ Seats \_\_\_\_\_

Parking (see reverse side, #1):

• Lot \_\_\_\_\_ # of spaces \_\_\_\_\_ • Do not transfer parking \_\_\_\_\_ • not applicable \_\_\_\_\_

Please indicate if the Seats are Club Seats (if yes, a Club License Transfer is also required): Yes \_\_\_\_\_ No \_\_\_\_\_

Please indicate the amount of ticket and parking money (non COA money) that should be transferred with the seats: \$ \_\_\_\_\_  
If no dollar amount is specified, no money will be transferred.

**PART II - To be completed by Transferee, proposed new COA Holder of Record**

Name \_\_\_\_\_  
(name on the first line of the account is the owner - see reverse side, #2)

Attention (if company) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (day) \_\_\_\_\_ (eve) \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

General Terms:

- Transfer effective for the 2009 season. Transfers are processed from conclusion of the 2008 season through April 1, 2009.
- Transfer form must be completed in its entirety and **notarized** on reverse side
- **COA must be paid in full to be transferred.**
- The owner of the COA and season tickets is the name or company that appears on the first name line (example on reverse, #2)
- *Signature of acceptance of COA Transfer Agreement required by both parties on the bottom of reverse side.*
- Company held tickets can only be transferred by an officer of the company. Proof of Authority is required.
- A \$20.00 transfer fee (cash, check or money order) for each form submitted must be returned with a completed form, otherwise the transfer will be considered void.
- In case of death, the executor or executrix of the estate must complete this form.
- Transferee will receive a new account number for each new ownership account.
- Immediate family members (spouse, sibling, child or grand child) of the Current Account Holder may retain the current account number if the entire account is transferred to the immediate family member. Proper documentation is required.
- Parking rule of one parking space for every four season tickets applies to the transferee. (see reverse side #1)
- Please mail completed form to: Cincinnati Bengals Ticket Office, One Paul Brown Stadium, Cincinnati, OH 45202

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment. Transferor hereby sells, assigns and transfers to Transferee, and Transferee accepts, all of Transferor's right, title and interest in and to the COAs and the charter ownership agreement(s) applicable thereto and any tickets for Bengals games previously issued pursuant thereto.

Parking. The Transferor may transfer parking space(s). Upon execution of the transfer, Transferee may not exceed one parking spot for every four season tickets. If Transferee exceeds the allowable number of parking spaces, the additional parking will be eliminated at the discretion of the Cincinnati Bengals, Inc. (the "Bengals").

2. Authority and Title. Transferor represents and warrants to Transferee and the Bengals that (a) Transferor is the sole and absolute owner of the COAs, (b) Transferor owns the COAs free of all liens, encumbrances and claims by others and (c) Transferor has full right, power and authority to enter into this Agreement and transfer the COAs to Transferee.

The parties hereto recognize and represent that the season ticket account holder of record is the name or company that appears on the first line of the account.

Example: <b>ABC Company</b> Attn: John Doe 123 Main St. Cincinnati, OH 45202 *COA owned by company	<b>John Doe</b> Attn: ABC Company 123 Main St. Cincinnati, OH 45202 *COA owned by individual
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3. Assumption. Transferee hereby expressly accepts and assumes and agrees to perform all of the obligations of Transferor pertaining to the COAs and to further be bound by all of the terms and conditions contained in the charter ownership agreement(s) applicable to the COAs. If the transferred seats are Club Seats, Transferee hereby expressly accepts and assumes and agrees to perform all of the obligations of Transferor pertaining to the Club Seat License Agreement, including without limitation the agreement to pay the Club Fee for the entire Term of the Club License Agreement. Transferee recognizes and agrees that Transferee shall receive a new account number for the COAs, provided however, that Transferee may retain Transferor's account number if Transferee is a member of Transferor's immediate family.

4. Consideration: Release of Bengals. By executing this Agreement, Transferor acknowledges and agrees that the Bengals may (a) rely on this Agreement as conclusive evidence that Transferor has received all consideration (if any) to be paid by Transferee in connection with the transfer of the COAs and (b) hereafter treat Transferee as the sole and absolute owner of the COAs. Transferor hereby further releases Bengals from all claims that the COAs were not validly transferred to Transferee or that Transferor did not receive full consideration for the transfer of the COAs.

5. Transfer Fee. Transferee hereby agrees to pay the applicable transfer fee (\$20 for each transfer form submitted) in connection with this transfer (as contemplated in the terms of the charter ownership agreement(s)) and to cause a fully executed copy of this Agreement to be delivered promptly to the Bengals so that the transfer may be duly recorded on applicable books. Payment may be made by cash, check or money order.

6. Effective Date. This Agreement shall become effective and binding upon the parties upon the later of the dates that this Agreement has been executed by such parties; however, the parties acknowledge and agree that the Bengals shall not be bound to recognize this Agreement and the transfer of the COAs until such time as a copy of this Agreement is delivered and the required transfer fee is paid to the Bengals as described in Section 5 above. **In addition, if the COAs pertain to Club Seats, (a) the Bengals shall not be bound to recognize the transfer of the COAs until Transferee and Transferor also execute and deliver to Bengals a separate Assignment and Assumption of the Club Seat License (attached) relating to the COAs in a form approved by the Bengals and (b) Transferee acknowledges that the term of the Club Seat License is a fixed term scheduled to end on the date specified therein (such date, the "Expiration Date"), and that Transferee shall have continuing rights with respect to the Club Seats pertaining to the Club Suite License from and after the Expiration Date only if Transferee executes and delivers to the Bengals within the time period specified by the Bengals a new club seat license on such terms (including, without limitation, annual club fee and term duration) that the Bengals may then require.**

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties as of the respective dates set forth below.

**Transferor**  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**Transferee**  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF            )  
                          :        SS:  
COUNTY OF        )

STATE OF            )  
                          :        SS:  
COUNTY OF        )

The above signature was sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 20\_\_.

The above signature was sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Commission expires on:

\_\_\_\_\_  
Notary Public  
Commission expires on: