



PERMANENT SEAT LICENSE TRANSFER

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Licensee ("Transferor") of the permanent seat license(s) (whether singular or plural, "PSLs") pursuant to that certain Harris County Stadium (or Reliant Stadium) Permanent Seat License (PSL) Agreement ("Agreement") between Licensee and Harris County-Houston Sports Authority, d/b/a 2002 Stadium Fund ("Licensor"), such PSL being associated with seat(s) identified below (by Section, Row and Seat) for Houston Texans home football games played at Reliant Stadium, does hereby transfer, sell and assign ("Transfer") all right, title and interest of Transferor in and to the PSLs and all related rights and obligations under the Agreement to the transferee named below ("Transferee") and Transferor does hereby authorize and instruct Houston NFL Holdings, L.P., d/b/a the Houston Texans (the "Club") to effect this Transfer of the PSLs and of the season ticket purchase rights associated therewith to Transferee as provided herein.

Transferor represents and warrants to Transferee, the Club and Licensor that Transferor has full authority, power and right to Transfer the PSLs free and clear of any interest or right of any other parties. Transferor further represents and warrants to the Club and Licensor that Transferor has performed all its obligations as Licensee under the PSLs and the Agreement, and that this Transfer is being made in compliance with the applicable provisions of the Agreement. Transferor has delivered a copy of the Agreement to Transferee and the Agreement is incorporated herein by reference. Transferor shall indemnify and hold harmless the Club, Transferee and Licensor from any claim, loss or expense arising out of any claimed breach or violation of such representations and warranties. Transferor furthermore waives all claims against Club or Licensor with respect to the PSLs being transferred and under the Agreement and the Transfer thereof.

The Transfer shall be effective (1) upon receipt by the Club of (a) this document fully completed and duly signed by Transferor and Transferee and (b) the \$250 transfer fee and (2) when the Transfer is recorded in the PSL ownership records maintained by the Club. Upon becoming effective, the Transfer shall entitle Transferee to all rights pertaining to the PSLs, commencing with the sale of the season tickets for Houston Texans home football games for the next ensuing NFL football season, and otherwise under the Agreement.

Date: _____ Account No.: _____

Transferor (Current PSL Licensee): PSLs – Section, Row and Seat(s); Parking

Name on Account: _____

Signature: _____

Print name: _____

Any payment made towards these seats will be transferred with the PSLs, unless told otherwise.

ACCEPTANCE OF PSL TRANSFER

In consideration of the foregoing Transfer, Transferee accepts the Transfer of the PSLs and the Agreement from Transferor as set forth above and hereby agrees, for the benefit of the Club, Transferor and Licensor, to fully perform, satisfy and discharge when due each and every liability and obligation of Transferor heretofore or hereafter arising under or with respect to the PSLs and the Agreement as though Transferee were licensed by Licensor to use the PSLs identified in the Transfer by a written agreement between Transferee and Licensor. Transferee acknowledges that Transferor has delivered to Transferee a copy of the Agreement and that same is incorporated herein. Transferee waives all claims against Club or Licensor with respect to the PSLs being transferred and under the Agreement and the Transfer thereof.

Date: _____

Transferee (Individual or Entity to whom PSL is being transferred):

Name on Account: _____ Signature: _____

Print name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

E-mail Address: _____

\$250 Transfer Fee - Method of Payment: Visa MasterCard Discover AMEX Check (Make Payable to Houston Texans)

Credit Card Number: _____ Expiration Date: _____

Name as it appears on card: _____ Signature: _____

Send Form to: Houston Texans Ticket Office
Two Reliant Park
Houston, TX 77054

Fax: (832) 667-2191