



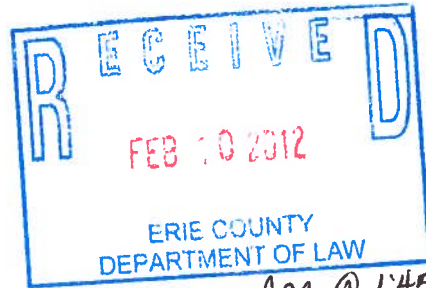
Lippes Mathias Wexler Friedman LLP

*Blaine S. Schwartz
Partner
bschwartz@lippes.com*

February 10, 2012

VIA HAND DELIVERY

Michael A. Siragusa
Erie County Attorney
Department of Law
95 Franklin Street, 16th Floor
Buffalo, New York 14202



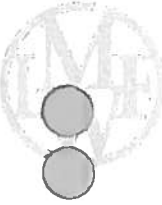
GRC @ 1:45PM.

Re: RFP Response - Legal Services For Lease Of County Football Stadium.

Dear Mr. Siragusa:


Lippes Mathias Wexler Friedman LLP (“LMWF”) is uniquely qualified to represent Erie County in connection with negotiations involving the Buffalo Bills for the extension and re-negotiation of the lease for Ralph Wilson Stadium. Few local laws firms have the depth of attorneys and breadth of practical and legal experience with the issues involved in such a negotiation. As recently recognized by Fortune Magazine, US News and World Report and Martindale-Hubbell®, LMWF is an industry leader regularly recognized for the successes it achieves on behalf of its clients and we welcome the opportunity to assist the County of Erie in this transaction by addressing both the short term and long range goals.

LMWF has a strong background in professional sports franchise matters, including but not limited to facilities management, naming rights, construction and finance, real estate, and broadcast rights. Additionally, it played a lead role in the construction, financing and leasing of the arena now known as The First Niagara Center. In connection with the First Niagara Center LMFW attorneys were at the forefront of implementing a finance structure, including not only traditional construction and permanent financing, but also the unique and creative financing mechanism of utilizing the anticipated stream of revenues from concessions to pay for the capital improvements to the building shell, which at the time, had only been used in connection with a few other projects. This concession financing concept has since become the standard financing vehicle for professional sports franchises across the United States involving both new construction and renovation improvements.



In addition to his involvement with the Buffalo Sabres franchise, Partner Greg Ivancic has unparalleled experience in other sport franchise transactions. His experience includes, but is not limited to counseling North American Sports LLC in the sale of its arena football franchise and Columbus Sports Ventures LLC in its sale of a National Lacrosse League franchise. He has worked on virtually every aspect of franchise transactions, including suite/box license agreements, ticketing and ownership agreements, concession agreements, and many other unique contractual arrangements.

Other personnel who would be involved in this transaction include Partner Brad F. Randaccio, who served as Chairman of the Rich Stadium Commission from 1991 – 1993, having been appointed to this position by then County Executive Dennis Gorski. This Commission worked extensively with representatives of the Buffalo Bills, the County of Erie and the national architectural firm of HNTB of Kansas City, Missouri in determining the needs and desires of the Buffalo Bills franchise for their stadium in conjunction with efforts to stabilize the franchise in Western New York for future years.




Partners Paul Wells and Blaine Schwartz, both of whom have long and distinguished careers as senior attorneys with Benderson Development Company bring unprecedented experience in complicated lease negotiations. Their combined experience spans nearly thirty (30) years. They have been lead counsel on numerous highly complex real estate, construction, leasing and financing transactions, including the \$2 billion sale of a 110 shopping center portfolio. Many of these transactions involved structuring complex build-out arrangements with tenants. Attorneys Wells and Schwartz also negotiated and closed complex bond transactions in excess of \$100 million.

At LMWF we have experience that goes beyond “lawyering” a deal and have the capability to assist the County of Erie on every facet of this transaction. We have the ability to see the big picture, to look and plan ahead and to understand and manage all aspects of the negotiations and the transaction. Most lawyers look at the here and now. At LMWF we think ten steps ahead. We have well established long term relationships with our clients by providing exceptional service at reasonable prices.

The key management and supervisory personnel who will be assigned to provide the legal services described in this Proposal include Partners Brad Randaccio, Greg Ivancic, Blaine Schwartz and Paul Wells. Associates will be utilized as necessary, along with paralegal support services to maximize the deliverables in the most cost effective manner. Our fees for municipal representation range from a low of \$100 per hour for paralegals to \$225 per hour for partners, inclusive of research, postage, telephone and file delivery charges. Other out of pocket expenses are billed at our actual cost.

LMWF is ready, willing and able to provide the services proposed herein in a timely manner and welcomes the opportunity to be your counsel.



LMWF is not aware of any conflicts of interest in the submission of this Proposal and to the extent a conflict were to arise in our representation of Erie County at any time, we would immediately confer to resolve same.

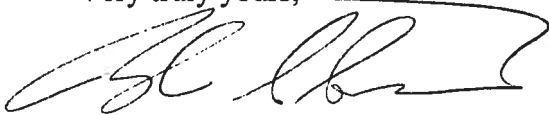
February 10, 2012

Page 3

This Proposal is an irrevocable offer for 270 days from the due date of February 10, 2012, or such longer period of time as the parties may mutually agree.

We look forward to having the opportunity to meet with you and to discuss our proposal more fully.

Very truly yours,



Blaine S. Schwartz

EXPERIENCE

The multi-dimensional experience in representing virtually every facet of sport franchise transactions coupled with the practical advice and personal attention our clients receive is what sets Lippes Mathias Wexler Friedman LLP ("LMWF") apart from other firms. Our attorneys have a wide variety of sports franchise expertise in areas such as facilities management, naming rights, construction and finance, real estate, and broadcast rights, just to name a few. As one of the lead firms in the construction, financing and leasing of the arena now known as The First Niagara Center, LMWF has been at the forefront of creativity when it comes to public private partnerships both in this community and beyond. Our experienced attorneys have an informed perspective and the practical know-how to work collaboratively with the County of Erie to achieve an outcome that is as sensitive to the needs of the taxpayers and football fans in this community, as well as the franchise at issue in addressing both short term and long range goals. Our attorneys come from a wide variety of backgrounds ranging from corporate in-house counsel to the public sector, all of whom have significant depth as skilled negotiators.

Greg Ivancic, a former partner at Cohen Swados Wright Hanifin Bradford & Brett LLP, and now a partner at LMWF, along with Bill Mathias and Gerry Lippes, founding members of the firm, all played an integral role in the negotiation, construction, financing and leasing of the First Niagara Center. That transaction involved a complicated finance structure, including not only traditional construction and permanent institutional financing, but also, the unique and creative financing mechanism of utilizing the anticipated stream of revenues from concessions to pay for the capital improvements to the building shell. Concession financing has since become the norm for financing for professional sports franchises across the United States involving both new construction and renovation improvements. That transaction also entailed a complicated leasing arrangement involving the City of Buffalo, New York State agencies, the County of Erie and the Buffalo Sabres thru an entity known as Crossroads Arena, LLC.

The present partners at LMWF were collectively engaged to consummate the concession and construction financing as well as the equity financing from the Sabres. Additionally, they were intimately involved in lease negotiations, luxury suite licenses, the naming rights agreement, radio, television, and cable broadcast agreements, advertising and sponsorship agreements, player and executive management contracts, licensing arrangements, concession agreements, and ticketing agreements, just to identify a few of the more substantive agreements involved in transactions similar to that in issue with the Buffalo Bills lease. Moreover, the partners have been involved in ownership arrangements with other professional and semi-professional sports franchises such as the National Lacrosse League, Major Indoor Soccer League, and semi-professional football franchises.

LMWF partners counseled the North American Sports LLC in connection with the sale of an arena football franchise, was counsel to Columbus Sports Ventures LLC in connection with the sale of a National Lacrosse League franchise, and provided broad based counsel and advice on numerous transactions involving many different professional hockey franchises. Furthermore, LMWF attorneys likely have more experience with negotiating and closing complex real estate transactions and financings than nearly any other commercial real estate practice in Buffalo. The LMWF real estate practice group includes the former General Counsel and Regional General Counsel from Benderson Development Company, Inc., one of the largest privately owned commercial real estate developers in the United States. Both individuals were involved in the negotiation, contract drafting, and closing involving a complex financing and real estate transaction valued at approximately \$2.2 billion. LMWF attorneys have also been lead counsel on various public and private bond financings, including the issuance of municipal bonds, having values in excess of \$100 million. Most recently, LMWF was engaged to consummate a bond financing transaction involving the University of Maryland.

Our firm has tremendous practical experience coupled with a history of previous stadium projects. For example, Partner Brad F. Randaccio served as Chairman of the Rich Stadium Commission from 1991 – 1993, having been appointed to this position by then County Executive Dennis Gorski. This Commission worked extensively with representatives of the Buffalo Bills, the County of Erie and the national architectural firm of HNTB of Kansas City, Missouri in determining the needs and desires of the Buffalo Bills franchise for their stadium in conjunction with efforts to stabilize the franchise in Western New York for future years. Recognizing the regionalization of the existing Buffalo Bills franchise, LMWF already manages complicated cross-border transactions for our corporate clients and is well-positioned to address the related needs of the County during this transaction.

Among local firms, LMWF is a proven leader in the industry, providing counsel on complex business deals, real estate, public and private finance, tax law, construction, intellectual property, labor and employment and litigation. When managing a transaction, we ensure that issues are identified and addressed before they result in a problem for our clients. In short, LMWF has a history of consulting with and advising our clients that goes well beyond providing traditional legal services. LMWF is confident that its experience in broad based and specific sports franchise transactions aligns with the strong public policy to engage a local law firm in negotiating this significant transaction on behalf of the County of Erie.

Along with the attorneys named above, LMWF also has the depth of experience to provide Erie County with high quality legal services in other related areas including, but not limited to, labor and employment law, intellectual property, corporate law, litigation and tax law.

PERSONNEL

1. **Gregory T. Ivancic**: Mr. Ivancic has worked on several transactions involving sports franchises at both the major and minor league levels, including lease negotiations, financing arrangements, acquisitions and divestitures. He was heavily involved in connection with the construction, financing, and leasing of the First Niagara Center. That transaction involved a very complex financing structure, including not only traditional construction and permanent financing, but also, for that time, unique financing for much of the capital improvements to the building shell supported by the anticipated stream of revenues from concessions. Greg was also intimately involved with negotiating suite licenses, broadcast agreements and other aspects of sports franchise operations. He is also a CPA who began his career as an accountant with the Buffalo office of PriceWaterhouse Coopers and subsequently pursued a career in corporate law. Mr. Ivancic currently concentrates his practice in the business and financial transactions field with particular emphasis on mergers, acquisitions, joint ventures and partnerships arrangements. He regularly advises clients and handles transactions for a broad spectrum of clients ranging from small closely held businesses to large public and private corporations. Greg has maintained his interest in the accounting field by teaching accounting classes as an adjunct professor at one of the local colleges.

2. **Brad F. Randaccio**: Brad has more than 30 years' experience in all aspects of commercial and residential real estate and development, commercial business matters and commercial acquisitions and divestitures. He continues to represent many of the area's commercial and residential real estate developers. He also has extensive experience in commercial leasing and real property development and financing matters. As previously mentioned, Brad served as Chairman of the Rich Stadium Commission from 1991 – 1993, having been appointed to this position by then County Executive Dennis Gorski.

3. **Blaine S. Schwartz**: Blaine is a highly experienced commercial real estate attorney and practices in the firm's commercial real estate department. He is a former Senior Counsel for Benderson Development Company, the largest privately owned commercial real estate developer in the United States. Blaine has been involved in structuring, negotiating, leasing, closing and financing complex single and multi-property real estate transactions of up to \$2.0 billion. His experience includes the acquisition, sale, development, planning, construction, leasing and financing of vacant land, retail shopping centers, shopping malls, office buildings (including medical office buildings), warehouses, industrial complexes, hotels, lifestyle communities, housing developments (including college student housing) and apartments throughout the United States. Mr. Schwartz's financing experiences include all aspects of commercial mortgage

transactions, lines of credit, bond financings (public and private) and securitized transactions.

4. **Paul F. Wells:** Paul practices in the firm's commercial real estate and business and financial transactions departments. He joined the firm after spending eleven years as Regional General Counsel of Benderson Development Company. Paul has extensive experience in commercial real estate development with an emphasis on the leasing, acquisition, disposition, financing, structuring, planning and closing of single-asset and portfolio transactions. He has represented buyers and sellers of shopping centers, hotels, office buildings, industrial buildings, mixed-use properties, self-storage facilities and mobile home parks on numerous transactions, including serving as lead counsel on the sale of a \$2.0 billion portfolio of 110 shopping centers. Paul has represented clients in connection with commercial mortgage, bondable lease and construction financing transactions with commercial banks, life insurance companies and conduit lenders. He also has significant experience negotiating national hotel chain franchise/license agreements on behalf of hotel licensees; restaurant franchise agreements on behalf of franchisees; and licensees of restaurant and license agreements; and licensees of sports arena/stadium suite agreements.

5. **Associates and Paralegals:** While the attorneys listed above would be the key principals, LMWF would also utilize the services of other partners and firm associates and paralegals to the extent appropriate in a cost effective manner.

REFERENCES

Michael L. Joseph, President
Clover Management
348 Harris Hill Road
Williamsville, New York 14221
Phone: (716) 688 4503
E-Mail: mjoseph@clovermanagement.com

Paul Ciminelli
President, Ciminelli Development Company
350 Essjay Drive
Williamsville, New York 14221
Phone (716) 631 8000
E-Mail: pciminelli@ciminelli.com

Paul L. Snyder, Sr.
Snyder Corp.
6 Fountain Plaza
Buffalo, New York
(716) 332 4229
E-Mail: Psnydersr@snydercorporation.com

POTENTIAL CONFLICTS

LMWF is not aware of any conflicts of interest in the submission of this Proposal and to the extent a conflict was to arise in our representation of Erie County at any time, we would immediately confer to resolve same, if awarded this Contract.

EXHIBIT A

SCHEDULE "A"

PROPOSER CERTIFICATION

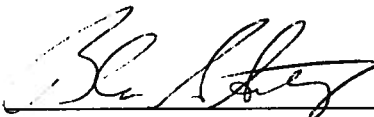
The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Lippes Mathias Wexler Friedman LLP

Proposer Name

By: 

Name and Title Partner

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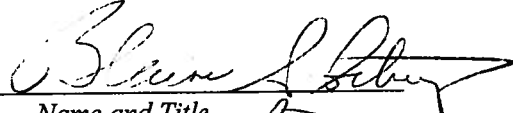
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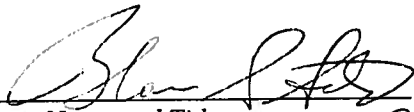
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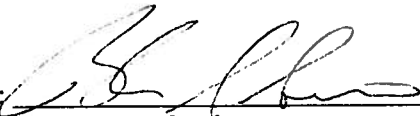
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Lippes Mathias Wexler Friedman LLP
Proposer Name

By: 
Name and Title Partner

Fee

FEE SCHEDULE

Our fees for municipal representation range from a low of \$100 per hour for paralegals to \$225 per hour for partners, inclusive of research, postage, telephone and file delivery charges. Associates will be billed at \$175 per hour, inclusive of research, postage, telephone and file delivery charges. Other out of pocket expenses are billed at our actual cost. This represents a substantial discount from our standard hourly rate.

Summary of Fee Schedule:

Partners:	\$225/hour
Associates:	\$175/hour
Paralegals:	\$100/hour