

**AMENDMENT
TO
MEMORANDUM OF 2013 MASTER LEASE**

This is an Amendment to Memorandum of 2013 Master Lease (this “**Amendment**”) dated as of March 29, 2023, by and between **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), and **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ESD**”), which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (the “**ECSC**”).

RECITALS:

WHEREAS, the County and the ECSC are parties to that certain 2013 Master Lease, dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption, dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Master Lease, dated as of April 7, 2017 (the “**2013 Master Lease**”), as evidenced by that certain Memorandum of 2013 Master Lease, dated as of May 6, 2013 (the “**Memorandum**”); and

WHEREAS, the demised premises under the 2013 Master Lease includes certain land and improvements, as more particularly described on Exhibit A attached hereto and made a part hereof by reference and incorporation; and

WHEREAS, as of the date hereof, the County and the ECSC have entered into that certain Second Amendment to 2013 Master Lease (the “**Second Amendment**”) and desire to amend the Memorandum.

NOW THEREFORE, the parties hereto hereby state the following for purposes of recording.

1. The purpose of this Amendment is to give record notice of the Second Amendment, which has extended the term of the 2013 Master Lease, which extended term shall end no later than July 31, 2028. This Amendment is solely for recording purposes and shall not be construed to, alter, modify, limit, amend or supplement the 2013 Master Lease (as amended by the Second Amendment) in any respect. In all instances, reference to the 2013 Master Lease should be made for a full description of the rights and obligations of the parties. The recordation of this Amendment is in lieu of, and with like effect as, the recordation of the entire Second Amendment.

2. In the event of any conflict between the terms hereof and the terms of the 2013 Master Lease (as may be amended from time to time), the terms of the 2013 Master Lease shall govern.

3. Any capitalized terms used and not defined herein shall have the same meanings as ascribed thereto in the 2013 Master Lease.

4. Each Party hereby consents to the jurisdiction of the courts of the State of New York and/or the United States District Court for the Western District of New York in any action or proceeding arising under or relating to this Amendment (with Buffalo, Erie County, New York, as the venue for any action or proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 1.2 of the 2013 Stadium Lease. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Amendment shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Amendment kept in a Party's course of business may be admitted into evidence as an original.

5. This Amendment may be executed in separate counterparts, each of which when executed and delivered shall be an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the County and the ECSC have executed this Amendment as of the day and year first above written.

THE COUNTY OF ERIE,
a New York municipal corporation

By: _____

Name: Mark C. Poloncarz

Title: County Executive

Approved as to Form:

Jeremy Toth,
County Attorney

Approved as to Content:

Lisa Chimera,
Deputy County Executive

ERIE COUNTY STADIUM CORPORATION,
a New York business corporation

By: _____

Name: Steven Ranalli

Title: President

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the ____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Being all that tract or parcel of land located on the east side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Beginning at a point on the centerline of Abbott Road, said point being Two Hundred Fifty-Five and Fifty-Three hundredths feet (255.53') south of the centerline of Southwestern Boulevard as measured along the centerline of Abbott Road and said point of beginning being on the extension southwesterly of the southerly line of lands conveyed to Penn Mutual Life Insurance Company by Liber 6132 of Deeds at Page 195;

thence northeasterly at an angle with the centerline of Abbott Road measured from the south to the east of $115^{\circ}47'49''$ and parallel with Southwestern Boulevard a distance of Two Hundred Thirty-Six and Sixty-Five hundredths feet (236.65') to the southeast corner of Liber 6132 of Deeds at Page 195;

thence north along the east line of Liber 6132 of Deeds at Page 195 and its extension north and being parallel with Abbott Road a distance of Two Hundred Fifty-Five and Fifty-Three hundredths feet (255.53') feet to the centerline of Southwestern Boulevard;

thence northeast along the centerline of Southwestern Boulevard at an included angle with the last described line of $115^{\circ}47'49''$ a distance of Two Hundred Fifty-Four and Twenty-Six hundredths feet (254.26') to a point on the south line of lands conveyed to Charles Druse by Liber 471 of Deeds at Page 317;

thence continuing along the centerline of Southwestern Boulevard a distance of Three Hundred Sixty-One and Thirty-One hundredths feet (361.31');

thence south at right angles to the south line of Charles Druse by Liber 471 of Deeds at Page 317 a distance of One Hundred Ninety-One and Thirty-Five hundredths feet (191.35') to said south line;

thence east at right angles with the last described line and along the said south line a distance of One Thousand Seventy-Eight and Seventy-Seven hundredths feet (1,078.77') to the east line of Lot 40, Township 9, Range 7;

thence south along the east line of Lot 40, Township 9, Range 7 and at an included angle with the last described line of $90^{\circ}50'18''$ a distance of Two Thousand Seven Hundred Thirty-Five and Twenty-Four hundredths feet (2,735.24') to the southeast corner of Lot 40, Township 9, Range 7;

thence continuing in a straight line a distance of Sixty-Six and Four hundredths feet (66.04') to the northeast corner of Lot 39, Township 9, Range 7;

thence west at an included angle with the last described line of $88^{\circ}00'47''$ and along the north line of Lot 39, Township 9, Range 7 a distance of ninety-six and ninety-seven hundredths feet (96.97')

to the northeast corner of lands conveyed to the Town of Orchard Park by Liber 8087 of Deeds at Page 67;

thence southwest at a deflection to the left of $77^{\circ}41'52''$ and along an easterly line of lands conveyed by Liber 8087 of Deeds at Page 67, a distance of Five Hundred Twenty and Seven hundredths feet more or less ($520.07' \pm$) deeded and Five Hundred Nineteen and Sixty-Eight hundredths feet ($519.68'$) measured to an angle point in said easterly line;

thence southwest along said easterly line and at an included angle with the last described line of $173^{\circ}23'30''$ a distance of Two Hundred One and Forty-Seven hundredths feet ($201.47'$) to the southeast corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence west at an included angle with the last described line of $110^{\circ}41'58''$ a distance of One Hundred Seventy-Six and Twenty hundredths feet ($176.20'$) to the southwest corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence north at right angles to the last described line a distance of One Hundred Eighty-One and Seventy-Five hundredths feet ($181.75'$);

thence west at a deflection to the left of $90^{\circ}0'$ deeded and $89^{\circ}46'49''$ measured a distance of Six Hundred Twenty-Seven and no hundredths feet ($627.0'$) deeded and Six Hundred Twenty-Three and Forty-One hundredths feet ($623.41'$) measured to a point One Thousand One Hundred Eleven and Forty-Four hundredths feet ($1,111.44'$) north of the centerline of Big Tree Road as measured at right angles with this described line;

thence south at right angles with the last described line a distance of Eight Hundred Sixty and Eighty-Four hundredths feet ($860.84'$) to a point Two Hundred Fifty and Sixty hundredths feet ($250.60'$) north of the centerline of Big Tree Road as measured along the extension south of this described line;

thence west at right angles with the last described line a distance of One Hundred Seventy-Seven and Thirty-Nine hundredths feet ($177.39'$);

thence south at right angles with the last described line a distance of Two Hundred Twenty and Sixty-Four hundredths feet ($220.64'$) to the centerline of Big Tree Road;

thence westerly along the centerline of Big Tree Road and at an included angle with the last described line of $80^{\circ}24'47''$ a distance of One Hundred Ninety-Two and Fifty-Three hundredths feet ($192.53'$);

thence westerly along the centerline of Big Tree Road and at a deflection to the left of $0^{\circ}20'00''$ a distance of Forty-Eight and Twenty-Two hundredths feet ($48.22'$);

thence north at an included angle with the last described line of $99^{\circ}15'20''$ a distance of One Thousand Five Hundred Seventy and Eighty hundredths feet ($1,570.80'$) deeded and One Thousand Five Hundred Ninety-Two and Forty-Seven hundredths feet ($1,592.47'$) measured to the north line of Lot 39, Township 9, Range 7;

thence west along the north line of Lot 39 a distance of Five Hundred Fifty-Two and Ninety-Five hundredths feet (552.95') to the centerline of Abbott Road as now laid out;

thence northeast at an included angle with the last described line of $80^{\circ}08'15''$ a distance of Six Hundred Ninety-Seven and Eighty-One hundredths feet (697.81') to an angle point in the centerline of Abbott Road as now laid out;

thence northeasterly along the centerline of Abbott Road as now laid out and at a deflection to the left of $1^{\circ}29'56''$ a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to a point of curve in the centerline of Abbott Road as now laid out;

thence northerly along a curve to the left having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and a central angle of $15^{\circ}50'16''$ an arc length of Five Hundred Twenty-Three and Four hundredths feet (523.04') to the point of tangency;

thence northwesterly along the center line of Abbott Road and tangent to the last described line a distance of Two Hundred Eighty-Two and Eighty-One hundredths feet (282.81') to the point of beginning;

Excepting from the above described parcel the "burial ground lot" further bounded and described as follows:

Commencing at the intersection of centerlines of Abbott Road and Southwestern Boulevard;

thence southwest along the centerline of Abbott Road and its extension a distance of Eight Hundred One and Fifty hundredths feet (801.50');

thence southeasterly at a deflection to the right of $16^{\circ}33'49''$ a distance of Two Hundred Ten and Eighty-Eight hundredths feet (210.88') record and Two Hundred Seventeen and Fifty-Five hundredths feet (217.55') measured;

thence east at an angle with the last described line measured from the north to the east of $79^{\circ}55'55''$ a distance of Eight Hundred Sixty-One and Twenty-Seven hundredths feet (861.27') record and Eight Hundred Sixty-Three and Sixteen hundredths feet (863.16') measured to the point of beginning;

thence continuing east a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence north at an included angle with the last described line of $88^{\circ}46'27''$ a distance of Eighty-Two and Forty-Four hundredths feet (82.44');

thence west at an included angle with the last described line of $91^{\circ}13'33''$ a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence south at an included angle with the last described line of $88^{\circ}46'27''$ a distance of Eighty-Two and Forty-Four hundredths feet (82.44') to the point of beginning and containing 0.27 acres, more or less.

Also excepting from the above described parcel the southerly half of Southwestern Boulevard, said having a full right-of-way width of 100' as conveyed to the County of Erie by Liber 2062 of Deeds at Page 496;

Also excepting from the above described parcel that portion of lands lying within the above described parcel along Big Tree Road as conveyed by Edna Oaks to the State of New York by Liber 4287 of Deeds at Page 256 and shown on Map 25-R-1, Parcel 31;

The remaining parcel containing 138.98 acres more or less.

Also conveying the following described parcel

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence S 5°19'26" E along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence S 10°22'02" W along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence S 11°51'58" W along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred

Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Piridy and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;

thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36');

thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13');

thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66');

thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28');

thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point;

thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of the north line of lands conveyed by James F. Piridy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide;

thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The remaining parcel containing 58.65 acres more or less.