

**STADIUM LEASE**  
**BETWEEN**  
**ERIE COUNTY STADIUM CORPORATION**  
**AND BILLS STADIUM AND EVENTS COMPANY, LLC**  
**Dated as of March 29, 2023**

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## STADIUM LEASE

**THIS STADIUM LEASE** (together with all renewals, replacements, modifications and amendments thereof, the “**Stadium Lease**”) is made as of March 29, 2023, by and between **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, which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York 10017-6754 (the “**ECSC**”), as lessor, and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”), as lessee.

### RECITALS:

**WHEREAS**, the County of Erie (the “**County**”) is the owner of approximately 242 acres of real property situated on the east and west sides of Abbott Road in the Town of Orchard Park, New York, more particularly described on Exhibit A-1 attached hereto (the “**Existing Stadium Land**”) which real property is improved by a professional football stadium (collectively the “**Existing Stadium**”) together with certain access roads, buildings, practice facilities, and parking areas (the “**Existing Stadium Supporting Improvements**” and, together with the Existing Stadium Land and the Existing Stadium, collectively, the “**Existing Stadium Facility**”); and

**WHEREAS**, the County is the owner of approximately 40.97 acres of real property situated on the west side of Abbott Road in the Town of Orchard Park, New York more particularly described on Exhibit A-2 attached hereto (the “**New Stadium Land**”), which is part of the land that will be utilized for the development, construction and operation of a new state-of-the-art professional football stadium (the “**Stadium**”) together with certain access roads, buildings, and parking areas (collectively the “**New Stadium Supporting Improvements**” and, together with the New Stadium Land and the Stadium, collectively, the “**New Stadium Facility**”); and

**WHEREAS**, pursuant to its rights as an NFL franchisee, Buffalo Bills, LLC, a Delaware limited liability company (the “**Bills**”), an affiliate of StadCo by virtue of the common ownership of StadCo and the Bills by Buffalo Bills Holdings, LLC, a Delaware limited liability company (“**HoldCo**”), owns the “Buffalo Bills” professional football team (the “**Team**”); and

**WHEREAS**, the County, ECSC, the State of New York (the “**State**”), StadCo and the Bills have determined that the Team, by playing its Games at the New Stadium Facility and otherwise being associated with the County and the Western New York area, encourages and fosters economic development and prosperity for the citizens of the County and Western New York, enhances the image of the County and Western New York and provides recreational and other opportunities for the citizens of the County and Western New York; and

**WHEREAS**, the citizens of the County and Western New York have supported and enjoyed the Team since its inception such that the Team has become an integral part of the County and Western New York community; and

**WHEREAS**, on March 29, 2022, ECSC, the County and the Bills entered into a Memorandum of Understanding, as amended by that certain First Amendment to Memorandum of Understanding, dated October 14, 2022 (as amended, the “**MOU**”), setting forth in principle certain actions to be undertaken by each of the Parties to enable the construction of the Stadium Complex (as defined herein), which MOU is superseded by this Stadium Lease; and

**WHEREAS**, the construction, development and operation of the Stadium Complex will provide significant economic benefits to the County and the State and their residents and businesses and to the Bills; and

**WHEREAS**, under the New York State Urban Development Corporation Act, Chapter 174 of the 1968 Laws of New York, as amended (the “**Act**”), the ESD is empowered to acquire real property from municipalities and to improve such real property; and

**WHEREAS**, pursuant to Section 12 of the Act, ESD is empowered to create subsidiary corporations and to confer upon such subsidiary corporations all “privileges, immunities, tax exemptions and other exemptions,” which ESD enjoys, including, without limitation, such privileges, immunities, tax exemptions and other exemptions that inure to ESD by virtue of ESD’s status as a public benefit corporation; and

**WHEREAS**, on February 6, 1998, ESD filed a Certificate of Incorporation with the New York Secretary of State forming ECSC; and

**WHEREAS**, paragraph seven of such Certificate of Incorporation provides that ECSC shall enjoy all of the “privileges, immunities, tax exemptions and other exemptions” of ESD; and

**WHEREAS**, the State has confirmed that ECSC is a public benefit corporation; and

**WHEREAS**, prior to or simultaneously with the execution of this Stadium Lease, the Bills and/or StadCo have entered into various agreements, directly or indirectly, with members of the Project Team (hereinafter defined) in connection with certain pre-construction work related to the design and construction of the New Stadium Facility, which may include agreements relating to architectural, design, engineering, surveying, environmental, code compliance, Americans with Disabilities Act compliance, and construction planning services; and

**WHEREAS**, contemporaneously with the execution of this Stadium Lease, (i) ECSC and the County have entered into an extension of that certain Master Lease, dated as of May 6, 2013 (the “**Existing Master Lease**”), (ii) the Bills and ECSC have entered into an extension of that certain Stadium Lease, dated as of May 6, 2013 (the “**Existing Stadium Lease**”), between the Bills and ECSC, (iii) the Bills, the County and ECSC have entered into an extension of that certain Non-Relocation Agreement, dated as of May 6, 2013 (the “**Existing Non-Relocation Agreement**”), between the Bills, the County and ECSC and (iv) the Bills and the County have entered into an extension of that certain Stadium Security Agreement, dated as of May 6, 2013 (the “**Existing Stadium Security Agreement**”), between the Bills and the County ((i), (ii), (iii) and (iv) collectively, the “**Extension Agreements**”), whereby the Bills will continue to cause the Team to use the Existing Stadium Facility to play its Games and for related purposes until the Commencement Date;



**WHEREAS**, contemporaneously with the execution of this Stadium Lease, (i) StadCo, the County, and ECSC have entered into (a) a Stadium Development and Construction Coordinating Agreement (the “**CCA**”) with respect to the design, development and construction by StadCo of the New Stadium Facility and the demolition of the Existing Stadium, and (b) a non-relocation agreement whereby the Bills have agreed to play all Games at the New Stadium Facility for the Term of the Stadium Lease (the “**Non-Relocation Agreement**”), (ii) StadCo, ECSC, and the County have entered into a Community Benefits Agreement (the “**CBA**”) to document the commitments made by StadCo that will ensure the Stadium Complex will benefit not only the Team, but all segments of the local community including the historically underserved communities within the County; (iii) StadCo and the County have entered into a Stadium Security Agreement (the “**Stadium Security Agreement**”) where the County has agreed to provide supplemental security services at the Stadium Complex during the Term of the Stadium Lease and (iv) the Bills (in such capacity, the “**Guarantor**”) has entered into a Club Guaranty Agreement (the “**Guaranty**”) where the Guarantor has agreed to guaranty the obligations of StadCo under the Stadium Agreements; and

**WHEREAS**, as a material inducement for the County and ECSC to enter into the CCA and ECSC to enter into this Stadium Lease with StadCo, the Bills have agreed to certain covenants set forth in the Non-Relocation Agreement to assure that the Bills will, during the Term of this Stadium Lease, cause the Team to play its Games at the Stadium on the terms and conditions set forth herein and in the Non-Relocation Agreement; and

**WHEREAS**, upon Substantial Completion of the New Stadium Facility under the CCA, the County will convey to ECSC all of the County’s right, title and interest in and to the New Stadium Facility and the Existing Stadium Facility (other than the Existing Stadium) and, ECSC will lease the New Stadium Facility and portions of the Existing Stadium Facility to StadCo in accordance with the terms and conditions of this Stadium Lease; and

**WHEREAS**, upon completion of the demolition of the Existing Stadium and Final Completion of the Project under the CCA, the County will convey to ECSC all of the County’s right, title and interest in and to the remaining portion of the Existing Stadium Land on which the Existing Stadium was located and ECSC will own fee simple title to the entire Existing Stadium Facility and the entire New Stadium Facility (hereinafter collectively referred to as the “**Stadium Complex**”) and lease the Stadium Complex to StadCo in accordance with the terms and conditions of this Stadium Lease; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**BASIC LEASE INFORMATION**

1.1 **Recitals.** The recitals set forth above form an integral part of this Stadium Lease, and are incorporated herein by reference in all respects.

1.2 **Definitions.** As used in this Stadium Lease, the following terms shall have the meanings ascribed thereto:

1.2.1 **Access Roads**: All paved roads and driveways now or hereafter situated on the Land.

1.2.2 **Act**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.3 **Additional Rent**: All amounts that StadCo is obligated to pay to ECSC pursuant to this Stadium Lease and/or its Schedules and/or Exhibits other than Annual Rent.

1.2.4 **Advertising Rights**: Any advertising or marketing of any kind on or in the Stadium Complex including, but not limited to, Scoreboard announcements, Video Replay System announcements, Signage, ticket advertising, Playing Field advertising, sponsor advertising on concession or “give away” merchandise, programs, year books and all other print and display advertising distributed at the Stadium Complex.

1.2.5 **Affiliate**: (i) As to any Person other than a Governmental Authority, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Bills, HoldCo, StadCo or the Team.

1.2.6 **Alternate Site**: The Team shall use good faith efforts to locate a facility, to the extent available, which is located within the State and that meets NFL criteria; provided, however, that the use of any such facility shall be subject to the prior approval of the NFL, in its sole and absolute discretion. If no such facility is available, then the Team shall be permitted to use a facility outside the State. In no event shall the Team’s obligation to use good faith efforts to locate a facility within or outside the State require the Bills, StadCo or the Team to take any action that would cause the Bills, StadCo or the Team to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any facility located outside the contiguous United States shall be subject to the prior written approval of the County and ECSC, such approval not to be unreasonably withheld, conditioned or delayed.

1.2.7 **Americans with Disabilities Act**: The Americans with Disabilities Act of 1990, Pub. L. No. 101-336, § 2, 104 Stat. 328 (1991), as amended, supplemented and replaced from time to time.

1.2.8 **Anniversary Date**: Each anniversary of the Commencement Date occurring during the Term.

1.2.9 **Annual Rent**: Shall have the meaning ascribed to such term in Section 3.1(a) of this Stadium Lease.

1.2.10 **Applicable Law**: Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect (including, without limitation, the Americans with Disabilities Act and Environmental Law). For purposes of this Stadium Lease, any reference to “Applicable Law” shall also be deemed to include the Stadium Affirmative Action Plan.

1.2.11 **Assessments**: All special district charges and special assessments of whatever kind and nature, including water and sewer rents levied, imposed, assessed or fixed on or against the Buildings and/or the Land or arising from the use, occupancy or possession thereof during the Term.

1.2.12 **Bills**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.13 **Books and Records**: Those portions of StadCo’s business books and records pertaining to the use, operation, management, maintenance and repair of the Stadium Complex and the Maintenance and Repair Fund and the Capital Improvement Fund.

1.2.14 **Broadcast Rights**: All right to disseminate and distribute via any distribution platform or medium, now existing or hereafter developed, any pictures, images, sounds, descriptions, or other accounts (including, without limitation, video, audio, or any animated, representative, or other mock-video descriptions) of all or any portion of any Game or StadCo’s Event occurring during the Term.

1.2.15 **Buildings**: The Stadium and any other building or enclosed structure now or hereafter situated on the Land.

1.2.16 **Business Days**: All days excluding Saturdays, Sundays and all days observed by the State, the County or the federal government as legal holidays.

1.2.17 **Capital Improvement**: Any single addition, alteration, demolition, improvement or refurbishing of or to the Stadium Complex or any portion thereof the cost or expense of which is classified as a capital expense by GAAP not included in the construction of the Stadium Complex as constructed in accordance with the CCA.

1.2.18 **Capital Improvement Fund**: Shall have the meaning ascribed to such term in Section 8.2 of this Stadium Lease.

1.2.19 **Casualty**: Any damage to the Stadium Complex caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence, including a Major Casualty.

1.2.20 **Casualty Repair Work**: Shall have the meaning ascribed to such term in Section 9.1 of this Stadium Lease.

1.2.21 **CBA**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.22 **CCA**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.23 **CIF Account**: Shall have the meaning ascribed to such term in Section 8.2(b) of this Stadium Lease.

1.2.24 **Civic Event**: Any event or public gathering at the Stadium Complex sponsored by either the County, the State or ECSC pursuant to Section 2.4 of this Stadium Lease, the primary purpose of which is the promotion of civic, community, governmental or charitable purposes (as opposed to commercial purposes or pecuniary gain), and that does not compete with StadCo's use of the Stadium Complex as a venue for professional football contests, musical concerts and festivals. For purposes of this Stadium Lease, any event held at the Erie County Hospitality Center shall not be deemed a Civic Event solely by reason of the County's use of the Erie County Hospitality Center.

1.2.25 **Civic Event Expenses**: The actual and verifiable incremental out-of-pocket expenses incurred by StadCo in its capacity as operator of the Stadium Complex with respect to any Civic Event, including, without limitation, the cost of repairing any damage to any component of the Stadium Complex arising out of a Civic Event and not covered by any applicable insurance policy.

1.2.26 **Club Level Seat**: Any spectator's seat within any tier of "club level" of the Stadium (other than a seat within a Luxury Suite) for which a License Fee is charged by StadCo on behalf of ECSC.

1.2.27 **Commencement Date**: The date of the later of (i) Substantial Completion of the New Stadium Facility, as acknowledged by the Parties in an Acknowledgment of Commencement Date, in form and substance attached hereto as Exhibit H and (ii) transfer of fee ownership of the New Stadium Facility and the Existing Stadium Facility (other than the Existing Stadium) by the County to ECSC.

1.2.28 **Comparable NFL Facilities**: Premier, first-class multipurpose sports stadiums constructed as of the hereof in Clark County, Nevada, Fulton County, Georgia and Hennepin County, Minnesota, which have incorporated (or will incorporate), at the time of initial construction or material renovation, technological innovations, environmental sustainability considerations, and other best practices in design, construction, and ultimate operations in which NFL Teams regularly play their games.

1.2.29 **Construction Defect**: Any deficiency in the construction of the Stadium, including, without limitation, due to the use of defective materials, products, or components in the construction; a violation of any laws or codes applicable to the construction; a failure of the Stadium to comply with any government approvals; or a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

1.2.30 **County**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.31 **County's Address**:

County Executive  
Rath County Office Building  
95 Franklin Street  
Buffalo, New York 14202  
Telephone: (716) 858-8500

With a copy at the same time and in the same manner to:

Erie County Attorney's Office  
Rath County Office Building  
95 Franklin Street  
Buffalo, New York 14202  
Attention: County Attorney  
Telephone: (716) 858-2208

Greenberg Traurig, LLP  
1000 Louisiana Street  
Suite 6700  
Houston, Texas 77002  
Attention: Franklin D. R. Jones, Jr.  
Telephone: (713) 374-3530

1.2.32 **County Facilities**: County Facilities include, but are not limited to, those spaces reasonably required by the County for use by the Departments of Public Works, Health, and Emergency Services, the County sheriff and other County departments to perform their duties at Stadium Events, including spaces used by agencies that assist County departments in the above duties. The County Facilities shall include such additional spaces as the County and StadCo may designate from time to time in good faith, so as to provide the County departments with spaces at locations and with the amenities and services required to perform their duties, while minimizing to a commercially reasonable extent material interference with StadCo's operations.

1.2.33 **Default Interest Rate**: A rate per annum that is the lesser of (a) two percent above the interest rate charged from time to time by Manufacturers and Traders Trust Company or its successor as its prime commercial or similar reference rate, or (b) the maximum nonusurious rate permitted by Applicable Law.

1.2.34 **Design Defect**: Any deficiency in the design of the Stadium or in any component of Stadium that prevents the Stadium's or such component's use for its intended purpose, including, but not limited to, any errors, omissions or deficiencies in the Plans and Specifications for the Stadium (as defined in the CCA).

1.2.35 **ECSC**: Shall have the meaning ascribed to such term in the introductory paragraph of this Stadium Lease.

1.2.36 **ECSC's Address**:

c/o Empire State Development  
633 Third Avenue  
New York, New York 10017-6754  
Attention: General Counsel  
Telephone: (212) 803-3750

With a copy at the same time and in the same manner to:

c/o Empire State Development  
95 Perry Street, 5<sup>th</sup> Floor  
Buffalo, New York 14202  
Attention: Regional Director  
Telephone: (716) 846-8200

1.2.37 **ECSC CIF Portion**: Shall have the meaning ascribed to such term in **Section 8.2(a)(i)** of this Stadium Lease.

1.2.38 **Effective Date**: March 29, 2023.

1.2.39 **Emergency**: Any sudden or unforeseen situation that presents imminent risk of injury to persons or substantial damage to property.

1.2.40 **Environmental Claim**: Any notice of violation, notice of potential or actual responsibility or liability, or written claim, suit, action, demand, directive or order (including those for contribution and/or indemnity) by any Governmental Authority or other Person for any damage (including, but not limited to, personal injury, tangible or intangible property damage, natural resource damage, indirect or consequential damages, investigative costs, removal, response or remediation costs, nuisance, pollution, contamination or other adverse effects on the environment or for fines, penalties or restrictions or conditions on existing environmental permits or licenses) resulting from or relating to (i) the presence of, a Release or threatened Release into the environment of, or exposure to, any Hazardous Substance, (ii) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) the violation, or alleged violation, of any Environmental Laws or (iv) the non-compliance or alleged non-compliance with any Environmental Laws.

1.2.41 **Environmental Law**: Any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution or protection of public health or the environment from Hazardous Substances (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

1.2.42 **Erie County Hospitality Center**: The suite at the Stadium Complex, as depicted and more particularly described on Exhibit B-1 attached hereto, which shall be used by the County exclusively during the Term, and in accordance with Section 2.2(b), herein, for the purposes of (i) encouraging and fostering economic development, tourism and public awareness for the City of Buffalo, Erie County, and the State of New York, and (ii) other charitable or public functions, as may be determined by the County in its sole discretion.

1.2.43 **Erie County Hospitality Center Terms and Conditions of Use**: Shall have the meaning ascribed to such term in Section 2.2(b) of this Stadium Lease.

1.2.44 **ESD**: New York State Urban Development Corporation d/b/a Empire State Development, a New York public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754.

1.2.45 **Existing Master Lease**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.46 **Existing Non-Relocation Agreement**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.47 **Existing Stadium**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.48 **Existing Stadium Facility**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.49 **Existing Stadium Land**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.50 **Existing Stadium Lease**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.51 **Existing Stadium Security Agreement**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.52 **Extension Agreements**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.53 **Existing Stadium Supporting Improvements**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.54 **Final Completion**: Shall have the meaning ascribed to such term in the CCA.

1.2.55 **Force Majeure**: Any of the following events: strikes, lockouts, labor disputes, embargoes, fire, earthquake, flood, natural disaster, adverse weather conditions that cannot reasonably be anticipated, epidemic and/or pandemic (including, without limitation, COVID-19 or a similar public health emergency and resulting government action and/or social restrictions which may be imposed by any Governmental Authority), acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of any Governmental Authority and similar occurrence beyond the reasonable control of any Party which, in any event, are not a result of the acts or omissions of any Party, whether or not foreseeable. “Force Majeure” shall not include any Party’s financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner.

1.2.56 **Franchise**: The franchise right granted by the NFL to the Bills pursuant to which the Bills own and operate an NFL Team.

1.2.57 **Franchise Maintenance Covenants**: The covenants of StadCo set forth in Sections 6.1-6.3 herein.

1.2.58 **GAAP**: With respect to all accounting matters and issues, generally accepted accounting principles in effect from time to time.

1.2.59 **Game**: Any Home Game or Home Playoff Game.

1.2.60 **Governmental Authority**: Any federal, state, or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, in each case, whether now or hereafter in existence.

1.2.61 **Government Entities**: The County, ECSC, ESD, the State and their directors, officers and employees.

1.2.62 **Guarantor**: Shall have the meaning ascribed to such term in the recitals hereto.

1.2.63 **Guaranty**: Shall have the meaning ascribed to such term in the recitals hereto.

1.2.64 **Hazardous Substances**: Any pollutants, contaminants, substances, hazardous and/or toxic chemicals, carcinogens, wastes, and any ignitable, corrosive, reactive, toxic or other hazardous substances or materials, whether solids, liquids or gases (including, but not limited to, petroleum and its derivatives, PCBs, asbestos, radioactive materials, waste waters, sludge, slag and any other substance, material or waste), as defined in or regulated by any Environmental Laws or as determined by any Governmental Authority.

1.2.65 **HoldCo**: Shall have the meaning ascribed to such term in the recitals hereto.

1.2.66 **Home Game**: Any Pre-Season Game or any Regular Season Game between the Team and any other NFL Team, which is designated by the NFL in its official schedule as a “home game” for the Team.



1.2.67 **Home Playoff Game**: Each Post-Season Game between the Team and any other NFL Team, which is designated by the NFL in its official post-season schedule as a “home game” for the Team, but excluding any Super Bowl in which the Team is a participant.

1.2.68 **Improvements**: The Stadium and all other additions, alterations and improvements located at or affixed to the Stadium Complex.

1.2.69 **Initial Annual Rent**: Shall have the meaning ascribed to such term in Section 3.1(a) of this Stadium Lease.

1.2.70 **Insurance Fund**: Shall have the meaning ascribed to such term in Section 15.7(b)(ii) of this Stadium Lease.

1.2.71 **Insurance Fund Custodian**: Any institutional lender acceptable to ECSC, which shall hold the Insurance Fund on deposit.

1.2.72 **Insurance Proceeds**: Shall have the meaning ascribed to such term in Section 15.7(a) of this Stadium Lease.

1.2.73 **Land**: (a) As of the Commencement Date, the New Stadium Land and the Existing Stadium Land (other than the portions thereof on which the Existing Stadium is located) and (b) from after Final Completion, collectively, the New Stadium Land and the Existing Stadium Land.

1.2.74 **Lease Year**: The twelve (12) month period beginning on the Commencement Date and ending on the last day of the twelfth (12th) successive calendar month, and each succeeding twelve (12) month period thereafter during the Term.

1.2.75 **Lessee Default**: Any of the events listed in Section 22.1 of this Stadium Lease.

1.2.76 **Lessor Default**: Any of the events listed in Section 23.1 of this Stadium Lease.

1.2.77 **License Fee**: (i) Any premium or license fee charged by StadCo, whether on behalf of ECSC (in the case of PSLs) or for its own account (in all other cases), for the use of a Club Level Seat, Luxury Suite or general seat in excess of the stated admission ticket price; and (ii) the value of the stated premium or license fee in excess of the stated admission ticket price attributable to any Club Level Seat, Luxury Suite or general seat.

1.2.78 **Licensee**: Any Person who contracts with StadCo, whether on behalf of ECSC (in the case of PSLs) or for its own account (in all other cases), on behalf of ECSC for the use of a Club Level Seat, Luxury Suite or general seat. The duration of any such contract granted a Licensee shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any termination or cancellation of this Stadium Lease in accordance with its terms).

1.2.79 **Lien**: Any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, encroachment, right of refusal, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature,

including, without limitation, any conditional sale or other title retention agreement and the filing of, or agreement to file, any financing statement under the Uniform Commercial Code as adopted in any jurisdiction.

1.2.80 **Losses**: All losses, liabilities, deficiencies, damages (including without limitation consequential damages), fines, late charges, penalties, claims, costs and expenses (including, without limitation all fines, penalties and other amounts paid pursuant to a judgment, compromise or settlement), court costs and reasonable legal and accounting fees and disbursements, whether incurred in a third party action or in an action to enforce this Stadium Lease or the provisions of Article 14 or Article 18 or any other indemnification provision set forth in this Stadium Lease.

1.2.81 **Luxury Suites**: The enclosed suites at the Stadium.

1.2.82 **Maintenance and Repair Account**: Shall have the meaning ascribed to such term in Section 8.1(b) of this Stadium Lease.

1.2.83 **Maintenance and Repair Fund**: Shall have the meaning ascribed to such term in Section 8.1(a) of this Stadium Lease.

1.2.84 **Maintenance and Repair Work**: All work (including all supplies, materials and equipment) which is of a routine nature and is reasonably necessary for preventative maintenance and repair for any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, improvements, and components that form any part of the Stadium Complex (including machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator, and other seating and access to the Stadium Complex) in a manner reasonably consistent with the standards at other Comparable NFL Facilities. Maintenance and Repair Work shall not include typical costs incurred to operate the Stadium Complex, including but not limited to the following: (i) operating expenses not directly relating to the maintenance or repair of the Stadium Complex, (ii) StadCo's labor, janitorial or security costs, (iii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iv) ongoing trash removal; (v) cleaning, including restocking, prior to, during and following, and necessary as a direct result of, all events; (vi) groundskeeping services; or (vii) any Capital Improvements.

1.2.85 **Major Casualty**: Any damage to the Stadium Complex caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence that results in an Untenantable Condition.

1.2.86 **MOU**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.87 **New Stadium Facility**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.88 **New Stadium Land**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.89 **New Stadium Supporting Improvements**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.90 **NFL**: The National Football League.

1.2.91 **NFL Management Council**: The association formed by the NFL Teams to act as the representative of such NFL Teams in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Teams.

1.2.92 **NFL Rules and Regulations**: The constitution and bylaws of the NFL and the articles of association and bylaws of the NFL Management Council, including any amendments to such documents and any interpretations of such documents issued from time to time by the NFL Commissioner; all rules, regulations, practices, and resolutions of the NFL or the NFL Management Council; any existing or future agreements entered into by the NFL or the NFL Management Council; and such other rules or policies as the NFL, the NFL Management Council or the NFL Commissioner may issue from time to time that are within the issuing party's jurisdiction and including the custom and practice thereunder.

1.2.93 **NFL Season**: The period of time beginning on the day on which the first Pre-Season Game is played through the date on which the last Post-Season Game as announced by the NFL each year, encompassing, therefore, all Pre-Season Games, Regular Season Games and Post-Season Games in such period.

1.2.94 **NFL Team**: Any existing or future member team of the NFL.

1.2.95 **Non-Relocation Agreement**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.96 **OSC**: The Office of the New York State Comptroller.

1.2.97 **Parking Areas**: All parking lots or structures now or hereafter situated on the Land.

1.2.98 **Party**: Any one of the County, ECSC or StadCo.

1.2.99 **Permitted Assignee**: Any Person that (i) succeeds to the ownership of all or substantially all of the assets of StadCo, (ii) assumes in writing, pursuant to an assignment and assumption agreement substantially in the form attached hereto as Exhibit J-1 or such other agreement in the form and substance reasonably satisfactory to ECSC and the County, all of the obligations of StadCo under the Stadium Agreements, and (iii) is approved by the NFL in accordance with the NFL Rules and Regulations.

1.2.100 **Permitted Investments**: (a) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof maturing not more than ninety (90) days after such investment; (b) open market commercial paper of any corporation incorporated under the laws of the United States of America or any state thereof and not an Affiliate of StadCo which paper is rated "P-1" or its equivalent by Moody's Investors Service or "A-1" or its equivalent by Standard & Poor's Ratings Group;

(c) banker's acceptances and certificates of deposit issued by any bank or trust company having capital, surplus, and undivided profits of at least Five Hundred Million and No/100 Dollars (\$500,000,000.00) whose long-term debt is rated "A" or better by Standard & Poor's Ratings Group and A2 or better by Moody's Investors Service and maturing within ninety (90) days of the acquisition thereof; and (d) money market funds consisting solely (except that no more than ten percent (10%) thereof may be held in cash) of obligations of the type described in clauses (a) through (c) above and the shares of such money market funds can be converted to cash within ninety (90) days. Payments under the instruments described in clauses (a), (b), (c), and (d) above may not be linked to any variable other than the principal amount thereof and the fixed or floating interest rate thereon.

1.2.101 **Person**: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

1.2.102 **Playing Field**: The area within the Stadium designed for the playing of NFL football games, including the delineated field of play, all sideline areas and all other surfaces immediately surrounding the delineated field of play.

1.2.103 **Post-Season Games**: The total schedule of all playoff, championship and "Super Bowl" football games played by NFL Teams.

1.2.104 **Pre-Season Games**: The total schedule of all football games played by NFL Teams in a given NFL Season prior to the commencement of the Regular Season Games.

1.2.105 **Price Index**: The Consumer Price Index for all Urban Consumers: All Items (CPI-U), U.S. City Average (1982-1984=100), or if a substantial change is made in the manner of calculating such index or if such index or a successor or substitute index is not available, a reliable governmental or other non-partisan publication evaluating as nearly as possible the same underlying economic indicators as such index.

1.2.106 **Proceeding**: Any claim, demand, action, suit, litigation, dispute, order, writ, injunction, judgment, assessment, decree, grievance, arbitral action, investigation or other proceeding.

1.2.107 **Project**: The design, development and construction of the Stadium Complex, as described in the CCA.

1.2.108 **Project Program Statement**: The project program statement as set forth in Exhibit I, as may be modified pursuant to Section 5.4 of this Stadium Lease or the CCA.

1.2.109 **Project Team**: Those third party companies retained by StadCo in connection with the design, development and construction of the Stadium Complex in connection with the Project, including, without limitation: (i) the architectural firm Populous and its subcontractors; and (ii) the construction manager, GTBB Joint Venture, a joint venture comprised of Gilbane Building Company and Turner Construction Company, and its subcontractors; provided, however, that the subcontracts governing the aforementioned subcontractors shall comply in all respects with the terms of the CCA, including as to the ability of such subcontracts to be assigned to the County and ECSC.

1.2.110 **PSLs**: Shall have the meaning ascribed to such term in Section 4.10 of this Stadium Lease.

1.2.111 **PSL Marketing Agreement**: Shall have the meaning ascribed to such term in the CCA.

1.2.112 **Public Entity**: Any of ECSC, the State or the County.

1.2.113 **Regular Season Games**: The total schedule of all football games played by NFL Teams used by the NFL to determine which NFL Teams participate in Post-Season Games.

1.2.114 **Release**: Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migration, dumping or disposing into the environment that could give rise to an Environmental Claim or that is required to be reported pursuant to 40 C.F.R. 302 or 355, or any analogous Environmental Law.

1.2.115 **Rent**: Annual Rent and Additional Rent.

1.2.116 **Reserved Areas**: (i) The concession and merchandise vending areas of the Stadium Complex; (ii) the Luxury Suites; (iii) the Stadium press box; and (iv) the Team's administrative offices, locker rooms and training facilities located at the Stadium Complex.

1.2.117 **Scoreboard**: Any scoreboard, video display, ribbon board, sound system, public address system, message board, and game clock in the Stadium Complex.

1.2.118 **Security and Utility Event Expenses**: Shall have the meaning ascribed to such term in Section 8.3(b) of this Stadium Lease.

1.2.119 **Sheriff's Traffic Detail**: Shall have the meaning ascribed to such term in the Stadium Security Agreement.

1.2.120 **Signage**: All signage (permanent or temporary) in or on the Stadium Complex, including, without limitation, the Scoreboard, or other replay screens, banners, displays, time clocks, message centers, advertisements and signs.

1.2.121 **StadCo**: Shall have the meaning ascribed to such term in the introductory paragraph of this Stadium Lease.

1.2.122 **StadCo's Address**:

One Bills Drive  
Orchard Park, New York 14127  
Attention: Ron Raccuia  
Telephone: (716) 648-1800

With a copy at the same time and in the same manner to:

Loeb & Loeb LLP  
10100 Santa Monica Boulevard, Suite 2200  
Los Angeles, California 90067  
Attention: Scott Zolke  
Telephone: (310) 282-2299

1.2.123 **StadCo's Authorized Ticket Vendor**: The vendor, as selected by StadCo from time to time, authorized to sell and distribute tickets for Games and StadCo's Events.

1.2.124 **StadCo's Event**: Any public gathering at the Stadium Complex that is neither a Game nor a Civic Event.

1.2.125 **StadCo's Insurance Policy**: Any policy of insurance maintained by StadCo pursuant to Article 15 of this Stadium Lease.

1.2.126 **Stadium**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.127 **Stadium Affirmative Action Plan**: The affirmative action plan for the Stadium Complex attached hereto as Exhibit F.

1.2.128 **Stadium Agreements**: The CCA, the CBA, the Non-Relocation Agreement, the Stadium Security Agreement, the Guaranty, the PSL Marketing Agreement and this Stadium Lease.

1.2.129 **Stadium Complex**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.130 **Stadium Defect Condition**: The existence of any one of the following conditions at the Stadium due to a Construction Defect or a Design Defect: (i) the condition of the Stadium is such that the NFL Rules and Regulations prohibit the playing of Games at the Stadium or will not reasonably permit the Team to continue to use, occupy and operate the Stadium in the manner customarily used and occupied by NFL Teams or their Affiliates having Comparable NFL Facilities; (ii) the playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or (iii) any condemnation or similar action by a Governmental Authority which results in the NFL requiring the Team to play its Games at a facility other than the Stadium.

1.2.131 **Stadium Events**: All Games, Civic Events and StadCo's Events.

1.2.132 **Stadium Lease**: Shall have the meaning ascribed to such term in the introductory paragraph of this Stadium Lease.

1.2.133 **Stadium Lease Expiration Date**: The earlier of (i) the date that is thirty (30) years after the Commencement Date, as acknowledged by the Parties in an Acknowledgment of Commencement Date, in form and substance attached hereto as Exhibit H, provided that if such date occurs within an NFL Season or within thirty (30) days following the conclusion of an NFL Season, such date shall be automatically extended to the date that is thirty (30) days following the date of the conclusion of such NFL Season;

or (ii) such earlier date provided for in this Stadium Lease upon which this Stadium Lease shall expire.

1.2.134 **Stadium Patron**: Any Person on or at the Stadium Complex during a Stadium Event.

1.2.135 **Stadium Review Committee**: An advisory group consisting of representatives from ECSC, the County and StadCo, the composition and function of which are more particularly described in Section 7.4 hereof.

1.2.136 **Stadium Security Agreement**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.137 **State**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.138 **Substantial Completion**: Shall have the meaning ascribed to such term in the CCA.

1.2.139 **Supplemental Security Services**: Services provided pursuant to, and as described in, the Stadium Security Agreement.

1.2.140 **Surcharges Revenue**: Revenue produced by a County surcharge to be added to the purchase price of (i) each ticket sold for admittance to any ticketed event held at the Stadium Complex and (ii) all concessions, merchandise, parking, and other sales at the Stadium Complex, to be collected by StadCo in accordance with Section 8.2(a)(iii) of this Stadium Lease. The amount of such surcharge shall be six percent of the purchase price of the items identified in this definition.

1.2.141 **Surcharges Revenue Account**: Shall have the meaning ascribed to such term in Section 8.2(a)(iii) of this Stadium Lease.

1.2.142 **Taking**: Any appropriation for public purposes (but, for the avoidance of doubt, excluding any Civic Event, or use by the County of the County Facilities or the Erie County Hospitality Center), taking by right of eminent domain or other condemnation Proceeding (including any acquisition through a private purchase in lieu of any of the foregoing), initiated by any Governmental Authority with respect to all or any portion of the Stadium Complex.

1.2.143 **Team**: Shall have the meaning ascribed to such term in the recitals hereof.

1.2.144 **Term**: The term of this Stadium Lease, beginning on the Commencement Date and ending on the Stadium Lease Expiration Date.

1.2.145 **Untenantable Condition**: The existence of any one of the following conditions, but only to the extent that such condition is not the direct proximate result of (x) the failure of the Bills to perform its obligations as required under the Non-Relocation Agreement or StadCo to perform its obligations required under this Stadium Lease (including but not limited to StadCo's obligations under Article 7) or the CCA and/or (y) a Construction

Defect or a Design Defect: (i) due to any Casualty or Force Majeure that is not a direct proximate result of the Bill's or StadCo's failure to perform, the condition of the Stadium is such that a Game could not be held or reasonably be foreseen to be held in accordance with the NFL Rules and Regulations or Applicable Law at the Stadium; (ii) the playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or (iii) any condemnation or similar action by a Governmental Authority which results in the NFL requiring the Team to play its Games at a facility other than the Stadium.

1.2.146 **Use Agreement**: Shall have the meaning ascribed to such term in Section 13.3 of this Stadium Lease.

1.2.147 **Video Replay System**: The equipment and software used to display replays, entertainment and advertising at the Stadium, together with any and all modifications and repairs thereto and replacements thereof.

If any other provision of this Stadium Lease contradicts any definition of this Article, such other provision will prevail.

1.3 **Exhibits and Schedules**. The following exhibits and schedules are attached to and made a part of this Stadium Lease:

- EXHIBIT A-1** – Description of the Existing Stadium Land
- EXHIBIT A-2** – Description of the New Stadium Land
- EXHIBIT B** – Erie County Hospitality Center
- EXHIBIT C** – Concessionaire Insurance Requirements
- EXHIBIT D** – Intentionally Omitted
- EXHIBIT E** – County Local Law No. 2-1994
- EXHIBIT F** – Stadium Affirmative Action Plan
- EXHIBIT G** – Erie County Hospitality Center Terms and Conditions of Use
- EXHIBIT H** – Acknowledgement of Commencement Date
- EXHIBIT I** – Project Program Statement
- EXHIBIT J-1** – Form of Assignment and Assumption Agreement (StadCo)
- EXHIBIT J-2** – Form of Assignment and Assumption Agreement (Bills)



## ARTICLE 2 DEMISE

2.1 Grant. ECSC hereby leases the Stadium Complex to StadCo, and StadCo hereby leases the Stadium Complex from ECSC, for the Term, on the terms and conditions set forth in this Stadium Lease. For the avoidance of doubt, upon Final Completion under the CCA, the Existing Master Lease and the Existing Stadium Lease shall each terminate.

2.2 Reservation of County Facilities and Erie County Hospitality Center.

(a) At all times during the Term, the County Facilities shall be available for the non-exclusive use and occupancy of the County. StadCo and ECSC covenant and agree that at all times during the Term, the County shall have the right to access and use, on a non-exclusive basis, consistent with existing practice, all first aid and security areas within the Stadium Complex.

(b) At all times during the Term, the Erie County Hospitality Center shall be reserved for the exclusive use of the County and its invitees. StadCo covenants and agrees that at all times during the Term, the County and its invitees shall have the right to access the Erie County Hospitality Center (i) from one and one-half (1.5) hours prior to the commencement until one (1) hour after the end of each Game and StadCo's Event, (ii) at any time on the day of a Civic Event, and (iii) upon three (3) Business Days' advance written notice to StadCo, for a duration to be stated in such written notice; provided, however, that for those periods each Lease Year that do not coincide with an NFL Season, during which time the Erie County Hospitality Center and similar areas of the Stadium are winterized such that such areas do not receive regular water and/or utility service, StadCo may elect to satisfy its obligations under this Section 2.2(b) by making indoor space in any Club Level Seat area available, so long as the indoor Club Level Seat area space selected by StadCo is at least comparable in size and capacity to the Erie County Hospitality Center and otherwise provides at least comparable amenities to the Erie County Hospitality Center. The County covenants to use the Erie County Hospitality Center at all times in accordance with the terms and conditions annexed hereto as Exhibit G (the "Erie County Hospitality Center Terms and Conditions of Use"). All maintenance and repair obligations, and all costs associated therewith, with respect to the Erie County Hospitality Center shall be the sole responsibility of StadCo. The food and beverage costs attributable to the County's use of the Erie County Hospitality Center shall be borne by the County or one of its Affiliate entities, as applicable, and shall be provided by StadCo's food and beverage concessionaires at non-discriminatory rates. Any change to the size, location or other physical characteristics of the Erie County Hospitality Center shall require the prior written consent of the County, which consent shall not be unreasonably withheld. In the event that the County or its invitees cause material damage to any component of the Erie County Hospitality Center, the County shall reimburse StadCo for all actual, reasonable and verifiable costs incurred by StadCo in connection with repairing such damage.

2.3 Reservation of ECSC Office. At all times during the Term, subject to the County's rights thereto in Section 2.3, ECSC shall have a right to use the Erie County Hospitality Center for on-site office use. In connection therewith, upon reasonable notice by ECSC, StadCo shall

reconfigure the Erie County Hospitality Center and provide a conference table and conference chairs or, in lieu thereof, provide ECSC with a conference room elsewhere within the Stadium Complex. In the event that ECSC or its invitees cause material damage to any component of the Erie County Hospitality Center, ECSC shall reimburse StadCo for all actual, reasonable and verifiable costs incurred by StadCo in connection with repairing such damage.

2.4 Civic Events. StadCo shall make the Stadium Complex (or such portion thereof as the County, the State or ECSC shall direct in its request therefor) available for Civic Events on the following terms and conditions:

(a) Up to five (5) of such Civic Events per Lease Year shall be available for use by the County or any Person designated by the County.

(b) An unlimited number of such Civic Events per Lease Year shall be available for use by the State or ECSC or any Person designated by the State or ECSC.

(c) At least forty-five (45) days prior to the date of the proposed Civic Event, the County, the State or ECSC, as the case may be, shall notify StadCo in writing of the requested date for such event and shall identify in all material respects to the extent then known the nature of the event, the sponsor, the areas of the Stadium Complex to be utilized, the terms (including ticket prices, if any) of admission, the expected attendance, any special security or other arrangements and any other relevant information reasonably necessary for StadCo to perform its duties as the operator of the Stadium Complex. The notifying party shall update the content of such notice from time to time promptly upon becoming aware of any changes in the information given above and any additional relevant information of the type described above. Upon its receipt of a notice requesting the scheduling of a Civic Event, StadCo shall reserve such date for such Civic Event (unless such date has been previously reserved for another Stadium Event) and shall not schedule any other subsequently proposed Stadium Event on such date without written approval from the County, the State or ECSC, as the case may be. Notwithstanding the foregoing, in the event of a tragedy, community celebration or other sudden or unforeseen occurrence that does not provide for advance notice as contemplated above, the County, the State or ECSC may request use of the Stadium Complex for a related Civic Event scheduled fewer than forty-five (45) days after such request is made, which such request must be in writing and contain the information required of a timely notice as set forth in this Section 2.4(c). Such use of the Stadium Complex by the County, the State or ECSC on fewer than forty-five (45) days' notice shall be subject to the consent of StadCo, which consent may not be unreasonably withheld, delayed or conditioned.

(d) In no event shall any Civic Event be scheduled on any date that has been reserved for a Game. Additionally, in no event shall any Civic Event be scheduled on any date that has been previously reserved for StadCo's Event or another Civic Event where such Civic Event would have a material negative effect on the previously reserved StadCo's Event or Civic Event. The County, the State, ECSC and StadCo shall exercise good faith and cooperate with one another in the event of potential conflicts that may arise between proposed events.

(e) In no event shall any Civic Event be a professional football game or other professional sporting contest, nor shall any Civic Event include an event or activity that

reasonably may be expected to cause damage to the Playing Field that cannot reasonably be repaired by StadCo prior to the next Game.

(f) Following any Civic Event sponsored by the County, the State or ECSC, StadCo shall promptly invoice the sponsoring Public Entity for all Civic Event Expenses for such Civic Event, and shall include with such invoice copies of appropriate back-up documentation evidencing such Civic Event Expenses. Within forty-five (45) Business Days of the receipt by the sponsoring Public Entity of any such invoice, the recipient shall, at its sole cost and expense, reimburse StadCo for all undisputed Civic Event Expenses.

(g) The County, the State or ECSC, as applicable, shall each retain the admission ticket revenue (if any) from any Civic Event sponsored by it.

(h) All Licensees who seek to use their Luxury Suite, Club Level Seat or general seat in conjunction with a Civic Event shall be required to purchase admission tickets for such Civic Event if tickets to such Civic Event are sold. If tickets to such Civic Event are sold, the County, the State or ECSC, as the case may be, shall utilize the services of StadCo's Authorized Ticket Vendor and shall be responsible for all non-discriminatory charges incurred in connection therewith.

(i) The County, the State or ECSC, as the case may be, shall promptly repair or cause to be repaired any damage to any component of the Stadium Complex arising out of any Civic Event that it sponsors.

(j) Neither the County, nor the State, nor ECSC nor any Person designated by the County, the State or ECSC shall have the right to use any of the Reserved Areas during Civic Events.

(k) At the request of the County, the State or ECSC, as the case may be, StadCo shall operate the Stadium Complex concessions and the Parking Areas during or in connection with a Civic Event at a level deemed appropriate by StadCo, in its reasonable discretion, in light of the nature of the Civic Event and the number of Stadium Patrons expected to attend the Civic Event. The prices charged by StadCo for concessions and parking during or in connection with Civic Events shall be the same as, or lower than, the prices charged by StadCo during Games. All revenue derived from such operations shall belong to StadCo.

2.5 Suitability of the Stadium Complex. StadCo acknowledges that neither the County nor ECSC, nor their respective agents or employees, have made any representations or warranties as to the suitability or fitness of the Stadium Complex for the operations of the Team or for any other purpose, nor has the County nor ECSC, nor their respective agents or employees, agreed to undertake any alterations or construct any improvements to the Stadium Complex.

2.6 Use of Team Logos, Trademarks and Images. Each Lease Year throughout the Term, StadCo shall authorize ECSC, the County and any Affiliate thereof, to make use of Team logos and trademarks valued at Eight Hundred Thousand Dollars (\$800,000) per Lease Year in connection with materials and goods sold, distributed and otherwise used in connection with the promotion of Buffalo, New York and the Western New York area by ECSC, the State, the County or any Affiliate thereof. Such use shall be subject to the prior written approval of StadCo, in each

instance, which approval may not be unreasonably withheld, conditioned or delayed, and shall otherwise be subject to NFL Rules and Regulations.

### **ARTICLE 3 ANNUAL RENT**

#### **3.1 Annual Rent.**

(a) During the Term, StadCo shall pay in each Lease Year, as annual rent to ECSC \$900,000.00 (the “**Initial Annual Rent**”), as adjusted pursuant to Section 3.1(b) hereof (referred to herein as “**Annual Rent**”). StadCo shall pay to ECSC the Annual Rent for the first Lease Year no later than five (5) Business Days following the Commencement Date. StadCo shall pay to ECSC the Annual Rent for each Lease Year thereafter no later than five (5) Business Days following each Anniversary Date (commencing with the first Anniversary Date). All Annual Rent paid by StadCo to ECSC shall be contributed by ECSC to the Capital Improvement Fund, as more particularly set forth in Section 8.2 of this Stadium Lease. Annual Rent shall be paid to ECSC without notice or demand and without abatement, deduction or set-off in lawful money of the United States of America at ECSC’s Address.

(b) The Annual Rent for the first Lease Year shall be the Initial Annual Rent. On each Anniversary Date, the Annual Rent for the upcoming Lease Year shall be adjusted as follows: If, on such Anniversary Date, the Price Index for the most recently available month is greater than the Price Index as of the Commencement Date, then the Initial Annual Rent shall be multiplied by the percentage difference between the Price Index for such most recently available month and the Price Index as of the Commencement Date, and the product will be added to the amount of the Initial Annual Rent, which result shall be the Annual Rent for the ensuing Lease Year (subject to a maximum year-over-year increase of 2.2% in any one year). Within three (3) Business Days of each adjustment to the Annual Rent pursuant to this Section 3.1(b), ECSC shall cause a written statement to be delivered to StadCo setting forth such adjustment.

3.2 Late Payment. In the event that any payment of Annual Rent or Additional Rent due hereunder is not paid by the fifth (5th) day after which it is due, a late charge of five percent (5%) of the overdue amount may be charged by ECSC for each month or part thereof that the same remains overdue. Any such “late charges” shall be deemed Additional Rent hereunder.

### **ARTICLE 4 ADDITIONAL RIGHTS OF STADCO WITH RESPECT TO THE STADIUM COMPLEX**

4.1 General Right to Receive Revenue Generated at the Stadium Complex. Subject to the terms and conditions of this Stadium Lease, and, in particular Article 2 and Article 5, during the Term, StadCo shall have the exclusive right, acting on its own behalf and not as an agent of either the County or ECSC, to contract for, collect, receive and retain all income and revenues of whatever kind or nature realized by, from or in connection with the Stadium Complex, including, without limitation, all revenues, royalties, License Fees, concession fees and income and receipts arising from (a) the sale or distribution of admission tickets to Games and StadCo’s Events (including admission tickets to Club Level Seats, Luxury Suites and general admission seats), except as

provided in Section 2.4(g); (b) the naming of, or the sale, lease or license of the right to name the Stadium Complex or any portion thereof; (c) the sale, lease or license of the Advertising Rights, including Signage; (d) the sale, lease or license of the Broadcast Rights; (e) the sale of food and beverages at the Stadium Complex; (f) the operation of the Parking Areas; (g) the sale of merchandise, programs and other goods and wares of any nature whatsoever at the Stadium Complex; and (h) the use of Luxury Suites and Club Level Seats. Nothing contained herein or elsewhere in the Stadium Agreements shall be construed as a limitation or curtailment of the general regulatory or police powers of the County, the State or any other Governmental Authority. It is further acknowledged and agreed that the rights of StadCo pursuant to this Article 4, and each of the contracts entered into by StadCo pursuant to this Article 4 by such contracts' terms: (a) shall expire at the end of the Term (regardless of whether the Term ends by reason of the attainment of the Stadium Lease Expiration Date or the earlier termination or cancellation of this Stadium Lease in accordance with its terms); and (b) shall be subject to Applicable Law (including any obligation imposed on StadCo under Applicable Law to collect and remit all required sales and use taxes).

#### 4.2 Naming of Stadium Complex.

(a) Subject to the prior approval of the County and ECSC, not to be unreasonably withheld, StadCo shall have the exclusive right to name, or contract from time to time with any Person or Persons on such terms as StadCo may determine with respect to the naming of the Stadium Complex or any portion thereof; provided that (i) the term during which any such name shall apply shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms) and (ii) given the substantial interest of the County and ECSC in the Stadium Complex and the public character thereof, StadCo shall not permit any name to be given to the Stadium Complex or any portion thereof except in accordance with this Section 4.2.

(b) Any name chosen for the Stadium Complex or any portion thereof (i) shall be consistent with the NFL's policy with respect to the promotion and image of professional football (taking into account the fact that the game has substantial appeal to youth) and (ii) shall not unreasonably cause embarrassment to the State, the County or ECSC (such as names containing slang, barbarisms or profanity; names that could be construed to encourage the use of beer, cannabis or other alcoholic beverages by minors or the use of tobacco by persons of any age; or names that relate to illicit drugs or any sexually oriented business or enterprise). The County and ECSC hereby confirm that Highmark BlueCross BlueShield of Western New York is approved by the County and ECSC to be the naming rights partner at the Stadium Complex, and the County and ECSC hereby approve the name "Highmark Stadium" for the Stadium.

(c) StadCo agrees to indemnify, defend and hold harmless ECSC and the County from any Losses arising out of the exercise by StadCo of its rights pursuant to this Section 4.2; provided, however, that the foregoing indemnification shall not be construed so as to include any revenue or income that the County or ECSC might have realized upon the sale or other conveyance of the naming rights to the Stadium Complex or any portion thereof.

(d) Following the selection of a name, if other than “Highmark Stadium” for the Stadium Complex, the County shall use commercially reasonable efforts: (i) to cause all existing County road signs that reference the Stadium Complex to identify the Stadium Complex by such name within thirty (30) days of the later of its receipt of written notification of the selection of such name and issuance of any approvals required by this Section 4.2 and any approvals required pursuant to NFL Rules and Regulations, and (ii) to cause, in the ordinary course of business, all County brochures and literature thereafter printed that reference the Stadium Complex to identify the Stadium Complex by such name (*i.e.*, all then existing stock of brochures and literature may be used by the County in their entirety before the County shall be required to reference the New Stadium Facility name in new brochures and literature). Notwithstanding the foregoing, the preceding sentence shall not be construed to impose any obligation on the County or ECSC with respect to any signage, brochures, literature or other media promulgated by any other Governmental Authority. The Stadium Review Committee shall work in good faith to cause the modification of any State-controlled signage as may be appropriate under this Section 4.2(d).

4.3 Advertising Rights. Subject to Applicable Law, including, but not limited to, County Local Law No. 2-1994, prohibiting tobacco product advertising in County facilities, a copy of which is attached hereto as Exhibit E and the CBA, StadCo shall have the exclusive right to control and contract with respect to the Advertising Rights; provided that (a) the duration of any contract with respect to the Advertising Rights shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms), (b) advertising shall not unreasonably cause embarrassment to the State, the County or ECSC, and (c) advertising shall not contain slang, barbarisms, profanity, encourage the use of alcohol by minors or tobacco by anyone, or reference illegal drugs or any sexually oriented businesses. StadCo agrees to indemnify, defend and hold harmless ECSC and the County from any Losses arising out of the exercise by StadCo of its rights pursuant to this Section 4.3; provided, however, that the foregoing indemnification shall not be construed so as to include any revenue or income that the County or ECSC might have realized upon the sale or other conveyance of the Advertising Rights.

4.4 Broadcast Rights. As among StadCo, the County and ECSC, StadCo shall have the exclusive right to control, conduct, lease, license, grant concessions with respect to, sell, benefit, control and enter into agreements with respect to the Broadcast Rights; provided that the duration of any such lease, license, concessions grant or other similar agreement with respect to the Broadcast Rights shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of the Stadium Lease in accordance with its terms). Unless requested by StadCo in its sole discretion, prior to the Stadium Lease Expiration Date, the County and ECSC shall not grant any Broadcast Rights to any third party or otherwise assist any third party’s efforts to disseminate or distribute any pictures, images, sounds, descriptions, or other accounts at all or any portion of any Stadium Events. ECSC hereby grants to StadCo a non-exclusive, royalty free license to include in any Broadcast Rights the ability to display in perpetuity any likeness, image or sound or any other protectable feature of the Stadium Complex captured prior to the Stadium Lease Expiration Date in connection with the exercise of any Broadcast Rights.

#### 4.5 Concessions.

(a) Subject to the requirements set forth in the CBA, StadCo shall have the exclusive right to sell all food and beverages within the Stadium Complex, which shall include the right to contract with any third party or parties to operate the food and beverage facilities at the Stadium Complex; provided that the duration of any contract with respect to the food and beverage facilities shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms).

(b) Any concessionaire with whom StadCo shall contract shall be entitled to bring a reasonably sufficient number of legally-qualified workers into the Stadium Complex, free of charge, in order to operate its concession. Each concessionaire's workers shall at all times be neatly, modestly and cleanly dressed. Each concessionaire's workers shall not unreasonably disturb or offend Stadium Patrons or disturb or interfere with any Stadium Events. StadCo shall comply with all Applicable Laws with regard to the grant of the concession rights described herein to any third party and with regard to the operation of the food and beverage concessions at the Stadium Complex and shall require its concessionaires to agree to comply with Applicable Laws in connection with their operations at the Stadium Complex. StadCo shall determine the items of food or beverage to be offered, the prices to be charged for such items and the concessionaires to provide such service. Subject to terms and conditions of Article 12, StadCo shall have the right to determine the location of concession stands for the sale of food and beverage concessions and staging areas for the storage and preparation of food and beverages prior to sale, within the Stadium Complex, in its reasonable discretion, subject to considerations for public health, safety and access. Subject to Section 2.4(k) hereof, the rights granted to StadCo with regard to concessions pursuant to this Stadium Lease shall include the right to determine, in StadCo's reasonable discretion, how many concession areas, structures or facilities will be open during any Stadium Events or at any other time and what items of food and beverage shall be served. For the purposes of this Stadium Lease, the right to sell or offer for sale beverages and all other rights granted to StadCo with regard thereto shall specifically include the right to sell, offer for sale and control the sale of beer and other alcoholic beverages, subject to Applicable Law; provided, however, that neither the County nor ECSC shall have any responsibility for ensuring that StadCo is able to obtain any required licenses from any Governmental Authority for such sale or offer for sale. All revenue received by StadCo or the Bills, as the case may be, (i) from the sale of beer and other alcoholic beverages or (ii) in connection with sponsorships by alcohol brands, shall each be deposited into its own separate account established for the respective funds. The funds held in each account shall not be commingled with each other and the use and operation of such accounts shall comply with Applicable Law. The accounts shall be maintained by StadCo in accordance with the Bills investment standards, as applicable, or otherwise in accordance with NFL Rules and Regulations such that the funds can be easily identified, accounted for and applied in accordance with the terms of this paragraph. Any interest accrued on funds deposited in the foregoing accounts shall be deposited in the respective accounts.

(c) Each food and beverage concession contract shall: (i) include a covenant in the form of paragraph I. B. of the Stadium Affirmative Action Plan evidencing the agreement of the concessionaire to refrain from discrimination with respect to its employees at the Stadium Complex; (ii) provide that the concessionaire shall maintain the insurance coverages set forth in Exhibit C attached hereto; (iii) provide that the concessionaire shall indemnify, defend and hold harmless the Government Entities and their respective Affiliates from and against any and all liability arising out of such concessionaire's operations; (iv) provide that the concessionaire shall comply with Applicable Law; and (v) be subject to the County's and ECSC's review and approval of the non-financial covenants thereof, which approval shall not be unreasonably withheld, conditioned or delayed. One or more representatives of StadCo (who may be employees of any concessionaire) shall be made available to the County and ECSC as part of the operation of concessions at Stadium Events in order to handle any problems that may arise with regard thereto.

(d) Throughout the Term, StadCo shall use commercially reasonable efforts to cause all food and beverage concessionaires at the Stadium Complex to fully perform and comply with the terms and conditions of the contract between StadCo and such concessionaire, and, upon such concessionaire's breach thereof, enforce through appropriate and lawful means, each such contract in accordance with the terms and conditions thereof.

4.6 Parking. StadCo shall have the exclusive right to operate, manage and control the Parking Areas, and shall determine the fees to be charged for parking at the Stadium Complex; provided, however, that the duration of any contract with respect to the management or operation of the Parking Areas shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms).

4.7 Merchandising. StadCo shall have (subject to the terms and conditions of the CBA) the exclusive right to sell, lease or contract for the sale or lease of programs, yearbooks, novelties, pendants, hats, clothing, sports equipment, cameras, film, binoculars, headsets or any other items, goods or equipment that StadCo (in its sole discretion) may desire to offer for sale or lease at the Stadium and elsewhere within the Stadium Complex; provided that the duration of any contract with respect to the sale of merchandise at the Stadium Complex shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms). StadCo shall also have the exclusive right to set up carts, kiosks and other similar temporary structures for the sale of such items anywhere on the Stadium Complex at locations selected by StadCo in its reasonable discretion, taking into consideration public safety and access. Neither the County nor ECSC shall have any rights of approval with regard to the items of merchandise offered for sale or lease at the Stadium or elsewhere within the Stadium Complex, the prices to be charged for such items of merchandise or the concessionaire or concessionaires to provide such merchandise; provided however, that StadCo shall not sell or offer to sell at the Stadium Complex products containing tobacco or any other products that are now or hereafter may be prohibited for sale at the Stadium Complex by Applicable Law.



4.8 Luxury Suites. StadCo shall have the exclusive right to license any or all of the Luxury Suites during the Term, and StadCo shall retain all License Fees and other revenues derived therefrom; provided, however, that the duration of any license with respect to any Luxury Suite shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any termination or cancellation of this Stadium Lease in accordance with its terms). Licensees of Luxury Suites shall have the right to purchase tickets for admission to their Luxury Suite for Civic Events if tickets to such Civic Event are sold.

4.9 Club Level Seats. StadCo shall have the exclusive right to license any or all of the Club Level Seats during the Term, and StadCo shall retain all License Fees and other revenues derived therefrom; provided, however, that the duration of any license with respect to any Club Level Seat shall expire no later than the end of the Term (whether due to the attainment of the Stadium Lease Expiration Date or any earlier termination or cancellation of this Stadium Lease in accordance with its terms). Licensees of Club Level Seats shall have the right to purchase tickets to utilize their Club Level Seats for Civic Events in accordance with Section 2.4(h) if tickets to such Civic Event are sold.

4.10 Personal Seat Licenses. Subject to the PSL Marketing Agreement, ECSC shall own and retain the exclusive right to enter into agreements, sell, license or transfer of personal seat licenses, or other similar instruments for any and all seats in the Stadium, including the Luxury Suites and Club Level Seats referenced in Sections 4.8 and 4.9, respectively (collectively, “**PSLs**”). In connection therewith, all net proceeds generated from the marketing, solicitation and sales of PSLs shall be unequivocally dedicated to and used for the construction of the Stadium Complex and deposited in accordance with the CCA. As further set forth in the PSL Marketing Agreement, ECSC is appointing StadCo as its agent to market and sell PSLs on behalf of ECSC.

4.11 Scoreboards. StadCo shall have the exclusive right to use and control the Scoreboards at all Stadium Events during the Term, provided that the State, the County and ECSC shall have access to the Scoreboards for all Civic Events and in the event of an Emergency. Upon request of the State, the County or ECSC, as the case may be, StadCo shall make the Scoreboards (and any personnel necessary to operate the Scoreboards) available for all Civic Events and Emergencies.

4.12 Video Replay System. StadCo shall have the exclusive right to use and control the Video Replay System, as well as the control room or rooms used for the operation of the Video Replay System, at all Stadium Events during the Term, provided that the County and ECSC shall have access to the Video Replay System for all Civic Events and in the event of an Emergency. Upon request of the State, the County or ECSC, as the case may be, StadCo shall make the Video Replay System (and any personnel necessary to operate the Video Replay System) available for all Civic Events and Emergencies.

## **ARTICLE 5 USE; COMPLIANCE WITH LAW**

5.1 StadCo’s Use of the Stadium Complex. Subject to the terms and conditions of this Stadium Lease, during the Term, StadCo shall have the right to use the Stadium Complex for any lawful purpose that (a) is not generally recognized as being contrary to public morals, and (b) does not

change the primary purpose of the Stadium Complex from a venue for professional football contests and musical concerts and festivals.

## 5.2 Compliance with Law.

(a) At all times during the Term, StadCo, ECSC and the County shall, and shall cause their employees, contractors, agents, guests and invitees to, at their respective sole costs and expenses, perform their respective obligations under this Stadium Lease (including, without limitation, all obligations set forth in Article 7 of this Stadium Lease) in full compliance with: (i) all Applicable Laws; (ii) the Project Program Statement (except as previously agreed to by ECSC), (iii) all requirements of any board of fire underwriters or other similar body; and (iv) any direction or occupancy certificate issued by any Governmental Authority. In addition to, and not as a limitation upon, the foregoing, all contracts entered into in connection with the terms of this Stadium Lease that are subject to the terms of the Stadium Affirmative Action Plan, including those of StadCo and its Affiliates, agents and independent contractors, shall comply in all respects with such Stadium Affirmative Action Plan. At least thirty (30) days prior to the start of each Lease Year, StadCo shall submit to ECSC any work plans, project lists or other initiatives to be funded in whole or in part with the Capital Improvement Fund and/or Maintenance and Repair Account, which shall be subject to Stadium Affirmative Action Plan compliance in the coming Lease Year. Based on a review of the same, ECSC shall establish, in accordance with NYS Executive Law 15-A and 17-B, by the start of such Lease Year, Stadium Affirmative Action Plan standards and goals with which each such Party shall comply in such Lease Year. In furtherance of the same, ECSC agrees to consult with StadCo in good faith to assist StadCo in its obligations under the Stadium Affirmative Action Plan, it being understood that nothing in the preceding clause shall in any way diminish StadCo's obligations under the Stadium Affirmative Action Plan.

(b) StadCo shall have the right to contest the validity or application of any Applicable Law at its own risk, and if StadCo contests an Applicable Law, then StadCo may postpone compliance until the final determination of such contest, provided that such contest is prosecuted with reasonable diligence, except that StadCo shall not so postpone compliance therewith in such a manner as to, or if doing so would, (i) impair the structural integrity of the Stadium Complex, (ii) subject ECSC or the County to any claims, actions, liability, damages or prosecution for a criminal act or (iii) cause the Stadium Complex to be condemned or vacated. If a Lien is imposed on the Stadium Complex by reason of such postponement of compliance, StadCo shall furnish ECSC and the County (upon request) with adequate security against any loss by reason of such Lien; provided, however, regardless of the size of the Lien, StadCo shall institute proceedings to, or otherwise, stay the foreclosure of any such Lien against the Stadium Complex.

5.3 Smoking Ban. Throughout the Term, smoking shall be prohibited in all Buildings. At all times during the Term, StadCo shall use its best efforts to prohibit smoking in all Buildings. StadCo shall be deemed to have utilized its best efforts to prohibit smoking in the Buildings if StadCo: (a) post placards throughout the Buildings regarding the prohibition against smoking; (b) refuse entry to the Stadium to any Stadium Patron who is smoking; (c) make at least two (2) announcements over the Stadium's public address system during each Game and StadCo's

Event regarding said prohibition; and (d) notify Stadium Patrons who are seen violating the policy that they are doing so.

5.4 Project Program Statement. Any changes to the Project Program Statement shall require the mutual consent of the Parties.

5.5 Permitting. To the extent permissible by Applicable Law, ECSC shall use commercially reasonable efforts to exercise permitting authority over the Stadium Complex, or cause another state entity to exercise such authority, it being acknowledged and agreed that ECSC shall have no obligation to cause any special legislation to be passed in connection therewith. In the event that ECSC is able to exercise permitting authority over the Stadium Complex, then it shall waive all fees for the issuance of permits that may be required in connection with any future work to be performed at the Stadium Complex, provided, however, that the Bills shall promptly reimburse ECSC for all costs incurred by ECSC or such other state entity, in connection with the issuance of such permits.

## **ARTICLE 6 FRANCHISE MAINTENANCE**

### 6.1 Games to be Played at the Stadium.

(a) Playing of Games. Subject to Section 6.1(b) below, and except as otherwise permitted hereunder and by the Non-Relocation Agreement, the Team shall play, and the Bills covenant and agree to cause the Team to play, all of its Games in the Stadium at all times during the Term. Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, one (1) Home Game outside the Stadium that is scheduled by the NFL pursuant to an international, league-wide program, initiative or series during each NFL Season; provided, however, that such exempt Home Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season.

(b) Untenantable Condition. Notwithstanding the provisions of Section 6.1(a) above, if, during the Term, an Untenantable Condition exists, then the Bills shall be entitled to cause the Team to play any affected Game or Games at an Alternate Site during the period in which such Untenantable Condition exists and continues to exist; provided that the Bills shall promptly furnish written notice (in accordance with Section 26.4) to each of the County and ECSC of the existence of such Untenantable Condition, which notice shall identify (to the extent that such information is known by the Bills) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, and (iv) the length of any contractual commitment made by the Team to play its Games at the Alternate Site. Without limiting the foregoing, upon the occurrence and during the continuance of any Untenantable Condition, the Bills shall (x) use commercially reasonable efforts to (A) mitigate and eliminate such Untenantable Condition as soon as reasonably practicable to the extent within the reasonable control of the Bills and (B) minimize the duration of such Untenantable Condition and any contractual commitment of the Team to play its Games at an Alternate Site and (y) keep each of the County and ECSC reasonably apprised of the status of such Untenantable Condition.

(c) Stadium Defect Condition. Notwithstanding the provisions of Section 6.1(a) above, if, during the Term, a Stadium Defect Condition exists, then the Bills shall be entitled to cause the Team to play any affected Game or Games at an Alternate Site during the period in which such Stadium Defect Condition exists and continues to exist, in each case, subject to the County's and ECSC's prior, written consent, not to be unreasonably withheld or delayed; provided that the parties agree that a Stadium Defect Condition exists; provided further that the Bills shall promptly furnish written notice to each of the County and ECSC of the existence of such Stadium Defect Condition, which notice shall identify (to the extent such information is available) (i) such Stadium Defect Condition, (ii) the expected duration of such Stadium Defect Condition (including the number of Games expected to be played at a proposed Alternate Site), (iii) the location of a proposed Alternate Site, and (iv) the length of any contractual commitment required to be made by the Bills to cause the Team to play its Games at an Alternate Site. Without limiting the foregoing or anything provided in the CCA, upon the occurrence and during the continuance of any Stadium Defect Condition, the Bills shall (x) use (1) from the date hereof until the date fifteen (15) years after the date hereof, best efforts, and (2) from and after the date fifteen (15) years after the date hereof, commercially reasonable efforts to (A) mitigate and do all things necessary, proper, or advisable to eliminate such Stadium Defect Condition as soon as reasonably practicable and (B) minimize any contractual commitment to cause the Team to play its Games at an Alternate Site; and (y) keep each of the County and ECSC reasonably apprised of the status of such Stadium Defect Condition.

(d) Cancelled Games. In addition, notwithstanding the provisions of Section 6.1(a) above, the Team shall not be obligated to play any Games at the Stadium that have been cancelled and not rescheduled by the NFL.

## 6.2 Maintenance of the Team and the Franchise.

(a) During the Term, the Bills shall: (i) keep and maintain the Team and the Franchise as a validly existing and participating NFL Team in good standing, in each case, under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing and participating NFL Team in good standing, in each case, under NFL Rules and Regulations; (iii) keep and maintain the Stadium in accordance with the terms of this Stadium Lease as the facility designated to and by the NFL as the home facility for the Team; (iv) except as otherwise provided in Section 6.1(b), continuously operate the Team at the Stadium in accordance with the NFL Rules and Regulations; and (v) maintain its principal place of business in the State as a domestic or duly qualified foreign business in good standing under all Applicable Law.

(b) Subject to the provisions of Section 6.1(b), during the Term, without the prior written consent of the County and ECSC, which consent shall be within the sole and absolute discretion of each of the County and ECSC, the Bills shall not: (i) apply to the NFL for, or otherwise seek, approval to allow the Team to play any Games during the Term anywhere other than the Stadium; (ii) relocate, transfer or otherwise move the Team (or attempt to relocate, transfer or otherwise move the Team except as permitted by clause (iv) of this paragraph) to a location other than the Stadium; (iii) sell, assign or otherwise transfer the Team to any Person who, to the Bills' knowledge, has an intention to relocate, transfer or otherwise move the Team during the Term to a location other than the Stadium;

(iv) (A) entertain any offer or proposal to relocate the Team to a location other than the Stadium, (B) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Stadium, (C) enter into negotiations or agreements with third parties concerning the relocation of the Team to a location other than the Stadium, or (D) otherwise attempt to cause the playing of Games at a location other than the Stadium, except in the case of clauses (A), (B), (C) and/or (D) above, solely (x) during the last five (5) years of the Term and (y) to the extent that the relocation or other action described in such clause would first take effect after the Term; (v) (A) complete a transfer, assignment or surrender of the Franchise that results in the Team playing any of its Games outside of the Stadium in violation of Section 6.1(a), or (B) complete a transfer, assignment or surrender of the Franchise that results in the Team not playing any Games; or (vi) enter into any contract or agreement to sell, assign or otherwise transfer the Team to any Person who, to the Bills' knowledge, intends to relocate, transfer or otherwise move the Team during the Term to a location other than the Stadium.

6.3 Transfer of Franchise. The Bills shall not have the right to assign, sell or otherwise transfer, or grant or place a Lien upon, the Team or Franchise and/or any ownership rights therein, without the approval of ECSC and the County; provided, however, that the Bills shall have the right to assign, sell or otherwise transfer, or grant or place a Lien upon, the Team or Franchise and/or any ownership rights therein, without the approval of ECSC and the County so long as such assignment, sale or transfer, or grant or placement of a Lien, shall be (a) conditioned on the Person who acquires the Team or Franchise and/or any rights therein being approved by the NFL in accordance with the NFL Rules and Regulations as the owner of the Franchise or the holder of a Lien thereon and (b) made or granted subject to the requirements and obligations of StadCo and the Bills under the Stadium Agreements pursuant to an assignment and assumption agreement substantially in the form attached hereto as , in the case of StadCo, Exhibit J-1 and, in the case of the Bills, Exhibit J-2, or such other agreement in the form and substance reasonably satisfactory to ECSC and the County whereby such successor owner assumes full responsibility for the performance of all of the obligations of the Bills under the Stadium Agreements (as defined in the Stadium Lease), arising on and after the date of such assignment, sale or transfer, including compliance in all respects with these Franchise Maintenance Covenants, so that any Person who acquires all or any portion of the Team or Franchise either (i) pursuant to any such assignment, sale or transfer, or (ii) pursuant to any foreclosure or other action against any such Lien, shall acquire and take the Team or Franchise and/or any ownership rights therein, subject to all of the Franchise Maintenance Covenants and the other terms of this Stadium Lease, and such Person shall thereafter be deemed to be the Bills for purposes of the Stadium Agreements.

6.4 Specific Performance. The Parties and the Bills acknowledge that: (i) StadCo's and the Bills' obligations under the Franchise Maintenance Covenants are unique, are the essence of the bargain and are essential consideration for this Stadium Lease and the other agreements being entered into by the Parties as relate to the renovation and operation of the Stadium Complex; (ii) the Team, as property, is extraordinary and unique and that under the organization of professional football by and through the NFL, none of the County, ECSC or the State may be able to replace the Team; and (iii) the determination of damages caused by a breach of the Franchise Maintenance Covenants, the effects of which would be suffered by the State, the County, ECSC and the Western New York community would be difficult, if not impossible, to ascertain. Therefore, the Parties and the Bills acknowledge and agree that there exists no adequate and

complete remedy at law to enforce the Franchise Maintenance Covenants against StadCo and/or the Bills, and that equitable relief by way of a decree of specific performance or an injunction (such as a prohibitory injunction barring the Bills from relocating or playing the Games in a facility other than the Stadium or a mandatory injunction requiring the Bills to play the Games at the Stadium) is the only appropriate remedy for the enforcement of the Franchise Maintenance Covenants notwithstanding the provision of other remedies provided elsewhere in this Stadium Lease or the provisions for liquidated damages in the Non-Relocation Agreement. In amplification and not in limitation of the foregoing, the County and ECSC acknowledge and agree that, in the event of a breach of the Franchise Maintenance Covenants, or the threat of a breach of the Franchise Maintenance Covenants, the County and/or ECSC, as the case may be, shall first seek equitable relief before attempting to avail itself or themselves of the liquidated damages provisions set forth in the Non-Relocation Agreement, provided that equitable relief is a remedy available and enforceable at the time of the breach of the Franchise Maintenance Covenants. Additionally, based on the foregoing, StadCo and the Bills hereby agree as follows:

- (a) The County and/or ECSC shall be entitled to seek and obtain injunctive or declaratory relief prohibiting action, by StadCo and/or the Bills, directly or indirectly that causes a breach of the Franchise Maintenance Covenants, or mandating action that averts a breach of the Franchise Maintenance Covenants, or enforcing any covenant, duty or obligation of StadCo and/or the Bills through specific performance.
- (b) That obligations are being incurred to make the Stadium available for Games during the Term and that any breach of the Franchise Maintenance Covenants shall constitute irreparable harm to the County and ECSC for which monetary damages or other remedies at law will not be an adequate remedy.
- (c) That the rights of the County and/or ECSC to injunctive relief as a result of a breach of the Franchise Maintenance Covenants, as set forth in this Article 6 and otherwise allowed under Applicable Law, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended from time to time, or any substitute therefor, and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency Proceeding involving StadCo.
- (d) That in any Proceeding seeking relief for a breach of the Franchise Maintenance Covenants, any requirement for the County and/or ECSC to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived.

6.5 All Remedies. If, upon a breach of the Franchise Maintenance Covenants, the equitable remedies provided for in Section 6.4 herein and the liquidated damages provided for in the Non-Relocation Agreement are unavailable for any reason, each of the County and ECSC shall be entitled to pursue all other legal and equitable remedies against StadCo and/or the Bills, whether or not such other remedies are specifically set forth in this Stadium Lease. Except as expressly set forth in this Agreement, all such other legal and equitable remedies are cumulative and may be exercised concurrently, successively, or in any order. Nothing in this Section 6.5 shall be read or interpreted to negate, forgo, or waive the County or ECSC's rights to obtain equitable relief as set forth in Section 6.4 of this Stadium Lease.

6.6 Termination of the Franchise Maintenance Covenants. The Franchise Maintenance Covenants shall terminate upon the expiration or earlier rightful termination or cancellation of the Term; provided, however, that no such termination or cancellation shall relieve StadCo and/or the Bills of any obligation or liability arising or accruing pursuant to this Article 6 prior to the date of such termination or cancellation.

6.7 NFL Rules and Regulations. StadCo and the Bills represent and warrant to each of the County and ECSC that (a) the Stadium Agreements comply with the NFL Rules and Regulations as of the Effective Date, including those provisions relevant to franchise transfer/relocation, home territory, team ownership, team/owner debt limitations and scheduling of games, and (b) the NFL has approved the Stadium Agreements. StadCo and the Bills agree that in the event any relevant provision of the NFL Rules and Regulations is hereafter amended or modified in such a manner as to materially and adversely impact the ability of StadCo and/or the Bills to perform their material obligations hereunder, StadCo and/or the Bills shall notify the County and ECSC of such amendment or modification and StadCo, the Bills, the County and ECSC shall use commercially reasonable efforts to discuss amendments to the Stadium Agreements as would put the Parties in substantially the same position under the Stadium Agreements as existed prior to such amendment or modification of the NFL Rules and Regulations. StadCo shall be responsible for any and all reasonable out-of-pocket costs incurred by the County and ECSC in connection with the negotiation and execution of such amendments to the Stadium Agreements.

## **ARTICLE 7 OPERATION OF THE STADIUM COMPLEX; REPAIR, REPLACEMENT AND MAINTENANCE OBLIGATIONS**

7.1 General Operation of the Stadium Complex. Subject to the Stadium Security Agreement, the CBA and the terms and conditions of this Stadium Lease, including, but not limited to, Article 4 and Section 5.2 of this Stadium Lease, StadCo shall have the exclusive right, power, authority and obligation to direct all aspects of the operation, repair, maintenance, management and control of the Stadium Complex (including the income and revenue producing activity of the Stadium Complex) at all times during the Term acting on its own behalf and not as an agent of either the County or ECSC, and StadCo shall have such discretion in the operation, repair, maintenance, management and control of the Stadium Complex as may be needed to perform efficiently its responsibilities under and subject to this Stadium Lease. Without limiting the generality of the foregoing and without limiting the County's, ECSC's and StadCo's respective rights and obligations set forth elsewhere in this Stadium Lease, during the Term, StadCo, at its sole cost and expense, shall perform the following:

- (a) Operate, repair and maintain the Stadium Complex or cause the Stadium Complex to be operated, repaired and maintained in good condition and repair and otherwise in accordance with Applicable Law and NFL Rules and Regulations and in a manner reasonably consistent with the standards at other Comparable NFL Facilities;
- (b) Establish and implement an annual preventative maintenance program for the Stadium Complex reasonably satisfactory to ECSC;

- (c) Establish and implement a capital improvement program for the Stadium Complex reasonably consistent with the standards at other Comparable NFL Facilities and reasonably satisfactory to ECSC;
- (d) Regulate the use of the Stadium Complex consistent with the provisions of Article 5 and, in furtherance thereof, submit to the County and ECSC prior to the beginning of each fiscal year of the County an annual operating plan for such fiscal year indicating the type and nature of events that are then contemplated for the Stadium Complex during such fiscal year (based on information then available);
- (e) Employ, engage, promote, discharge and otherwise supervise and control the work of all employees, and contract with all independent contractors, deemed necessary or advisable by StadCo to discharge its responsibilities with respect to the operation, repair, maintenance, management and control of the Stadium Complex under this Stadium Lease;
- (f) Procure and maintain throughout the Term all StadCo's Insurance Policies;
- (g) Pay or cause to be paid all Assessments (subject, however, to the terms and conditions of Article 17);
- (h) Operate, repair, maintain, manage and control the Access Roads;
- (i) Subject to the Stadium Security Agreement and the CBA, contract for and manage all security personnel and systems for the Stadium Complex and otherwise control all aspects of access (including restricting access) to the Stadium Complex;
- (j) Subject to the CBA, provide and enter into contracts for the furnishing to the Stadium Complex of (i) all utilities, including electricity, gas, sewage, water and telephone, (ii) cleaning and janitorial services and adequate dumpsters and trash removal, (iii) elevator and boiler maintenance service, air conditioning maintenance service and other equipment maintenance service, (iv) laundry service, and (v) any and all services deemed advisable by StadCo in conjunction with the operation, repair, maintenance, management and control of the Stadium Complex;
- (k) Subject to the CBA, purchase all supplies and materials regularly used and consumed in the operation, repair, maintenance, management and control of the Stadium Complex;
- (l) Obtain and maintain licenses and permits in the operation, repair, maintenance, management and control of the Stadium Complex in accordance with Applicable Law (provided, however, that StadCo shall not be required to obtain or maintain any licenses or permits that may be required in connection with the management or operation of any Civic Events that are not otherwise required in conjunction with StadCo's general management and operation of the Stadium Complex);
- (m) Impose and enforce such rules and regulations governing use of the Stadium Complex as it may establish from time to time to assist in ensuring the use of the Stadium Complex by all Persons consistent with the terms of this Stadium Lease (with a copy of



such rules and regulations and any amendments thereto to be furnished to the County and ECSC promptly after the promulgation thereof);

- (n) Maintain the Books and Records in accordance with GAAP;
- (o) Subject to the CBA, select all concessionaires and vendors selling food, beverages, novelties, souvenirs, programs, merchandise and wares of any nature whatsoever in any part of the Stadium Complex;
- (p) Operate or cause to be operated all restaurants and other dining facilities located in the Stadium Complex during all Stadium Events;
- (q) Establish procedures, rules and policies regarding employee relations, and all aspects of advertising, publicity and promotion at the Stadium Complex; and
- (r) Directly or through its Affiliates or through StadCo's Authorized Ticket Vendor, sell, market and establish the price of all admission tickets for all Games and StadCo's Events.

7.2 The County's Obligation to Provide Traffic Control and Police Enforcement. StadCo shall perform its obligations to enforce the Stadium Security Agreement and obligations of the County to provide, in connection with all Stadium Events, the Sheriff's Traffic Detail and the Supplemental Security Services in accordance with the Stadium Security Agreement. StadCo shall not be deemed to be in default as a result of the County's failure to fulfill its obligations under the Stadium Security Agreement. StadCo shall provide notice to ECSC if StadCo becomes aware of a breach by the County under the Stadium Security Agreement.

7.3 Access to the Books and Records. At all times during the Term, the County and ECSC shall have a right (i) to engage a nationally or regionally recognized independent certified public accounting firm to inspect, in StadCo's administrative offices at the Stadium Complex, any of the Books and Records and provide reports to the County and ECSC, which reports shall not include StadCo's financial statements or the footnotes thereto and shall not include such information as StadCo may reasonably designate as confidential and not to be made available to the public, (ii) to make copies of any Books and Records related to the Surcharges Revenues, and (iii) to discuss the affairs, finances, and accounts of StadCo with, and to be advised as to the same by, its respective officers. All information contained in the Books and Records shall be treated in a confidential manner and StadCo may require the delivery of non-disclosure agreements in a form satisfactory to StadCo executed by any non-public third parties prior to their review of the Books and Records pursuant to this paragraph. The costs associated with engaging the independent certified public accounting firm as set forth in this Section 7.3 shall be paid 50% by StadCo and 50% by the County and ECSC. Nothing in this Section 7.3 shall be construed so as to impose any limitation on the disclosure of any information if required by Applicable Law or if made in conjunction with any arbitration or litigation involving the Stadium Agreements or by any taxing authority.

7.4 Stadium Review Committee. ECSC, the County and StadCo shall, promptly following the Commencement Date, form the Stadium Review Committee. ECSC, the County and StadCo shall

each have the right to appoint up to seven (7) members to the Stadium Review Committee and each may remove and replace any member appointed by it in its discretion from time to time. Should the NFL elect to appoint a representative to the Stadium Review Committee, such NFL appointee shall be deemed a representative of StadCo. The Stadium Review Committee shall meet on a regular basis, but at least semi-annually, to discuss the condition of the Stadium and regulatory and legislative matters affecting the Stadium's performance at the time of such meeting.

#### 7.5 Capital Improvements.

(a) At least ninety (90) days prior to the date on which StadCo desires to undertake any Capital Improvement, StadCo shall notify the County and ECSC of the proposed Capital Improvement, which notice shall be accompanied by a detailed description and cost of the proposed Capital Improvement. StadCo shall deliver all related documents reasonably required by the County and ECSC.

(b) StadCo shall not be allowed to make such Capital Improvement if during the (90) day period following receipt of such notice, either ECSC or the County, in the exercise of reasonable discretion, notifies StadCo of any objection to Capital Improvement, which objection is accompanied by a written explanation in reasonably sufficient detail outlining the rationale for the objection. StadCo and the objecting Party or Parties shall immediately meet in an attempt to resolve such objection. In the event that such objection is not so resolved and the proposed expenditure for such Capital Improvement Fund exceeds \$500,000, each of the Parties shall have the right to initiate arbitration in accordance with Article 20 of this Stadium Lease in order to determine the reasonableness of the objection to the proposed Capital Improvements. During the pendency of any outstanding objection pursuant to this Section 7.5(b), the failure by StadCo to effect the underlying Capital Improvements shall not constitute grounds for a Lessee Default. Any Party may initiate arbitration in accordance with Article 20 of this Stadium Lease in order to resolve any issues associated with any proposed Capital Improvement in excess of \$500,000.

(c) Subject to the Stadium Affirmative Action Plan, StadCo shall advise and consult with ECSC and the County concerning the selection of any architect, engineer, construction manager or general contractor that will work on any Capital Improvement project and shall submit to ECSC and the County for prior approval (such approval not to be unreasonably withheld, conditioned or delayed) all contracts with any such architect, engineer, construction manager or general contractor. If so requested by the County and/or ECSC, each contractor retained by StadCo for any Capital Improvement project shall, prior to the commencement of such contractor's work, furnish and maintain in full force and effect, from the date of the construction contract to which it is a party until the full performance of such contract, a performance bond and a labor and material payment bond in the full amount of such contract in form and substance and issued by a surety satisfactory to ECSC and the County. The bonds shall be in favor of the County and ECSC, shall conform in all respects to all requirements imposed by Applicable Law and shall otherwise be in form acceptable to each of the County and ECSC. If Applicable Law authorizes any special form of labor and material payment bond that removes mechanic's and similar liens from the Land, such form shall be provided. ECSC and the County shall use reasonable efforts to approve or disapprove such contract within thirty (30) days after receipt thereof.

(d) All Capital Improvements shall be made in accordance with the Project Program Statement (except as previously agreed to by ECSC) and all Applicable Law.

(e) StadCo shall require that any contractors retained by StadCo to complete Capital Improvements at the Stadium Complex provide appropriate levels of insurance as agreed to by the Parties that shall name StadCo, ESD, ECSC and the State as additional insured.

(f) For any Capital Improvements that will be funded solely by StadCo and not the Capital Improvement Fund, (a) in the event the cost of such Capital Improvements is \$35,000 or less, then StadCo shall have the right to make such Capital Improvements without the consent of the County or ECSC (except that StadCo shall provide thirty (30) days' notice of such Capital Improvements) and (b) in the event the cost of such Capital Improvement is in excess of \$35,000, StadCo shall have the right to make such Capital Improvements subject to the approval of ECSC and the County, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any Capital Improvements that are not in accordance with the Project Program Statement or Applicable Law, or which materially reduces the quality or life cycle of the Stadium Complex or any component thereof, shall require the prior written approval of the County and ECSC, which approval may be withheld, conditioned or delayed in their sole and absolute discretion.

7.6 Responsibility for Expenses. Other than ECSC's and the County's obligations to fund the Maintenance and Repair Fund and the Capital Improvement Fund as set forth in Article 8, StadCo shall at its sole cost and expense throughout the Term, fulfill its obligations under this Stadium Lease, including, but not limited to all costs of any nature whatsoever, in connection with the ownership, maintenance, repair, insurance, operation of the Stadium Complex (including, but not limited to, all Capital Improvements), without any other contribution by ECSC or the County, or any credit or offset of any kind.

## ARTICLE 8

### MAINTENANCE AND REPAIR FUND; CAPITAL IMPROVEMENT FUND

#### 8.1 Maintenance and Repair Fund.

(a) Beginning on the Commencement Date, and each Anniversary Date thereafter up until the fifteenth (15<sup>th</sup>) Anniversary Date, ECSC shall contribute to a fund (the "**Maintenance and Repair Fund**") an amount equal to Six Million Six Hundred Seventy Thousand Dollars (\$6,670,000) each Lease Year.

(b) On or before the first payment is due to be paid into the account, ECSC shall establish an account (the "**Maintenance and Repair Account**") into which ECSC shall deposit its obligations for funding the Maintenance and Repair Fund. The Maintenance and Repair Account shall maintain ESD investment standards in accordance with GAAP such that funds can be easily identified, accounted for and applied in accordance with the terms of this Article 8. Any interest accrued on funds deposited in the Maintenance and Repair Account shall be deposited in the Maintenance and Repair Account.

8.2 Funding the Capital Improvement Fund. The County, ECSC and StadCo shall contribute to a fund (the “**Capital Improvement Fund**”) for the use by StadCo according to the terms of this Article 8.

(a) Funding.

(i) Beginning on the Commencement Date, and each Anniversary Date thereafter during the Term, ECSC shall contribute to the Capital Improvement Fund an amount equal to Six Million Dollars (\$6,000,000) each Lease Year, adjusted annually by the Price Index (subject to a maximum year-over-year increase of 2.2% in any one year) (the “**ECSC CIF Portion**”).

(ii) Beginning on the Commencement Date, and each Anniversary Date thereafter during the Term, StadCo shall contribute to the Capital Improvement Fund the Annual Rent, which shall be deemed funded by ECSC for the purposes of Section 8.4(b).

(iii) Not less than five (5) Business Days after any Stadium Event, StadCo shall deposit all Surcharges Revenue collected on the County’s behalf into a segregated account in the County’s name (the “**Surcharges Revenue Account**”), which shall not be used for any other purposes. For each year of the Term, the County shall cause the amounts in the Surcharges Revenue Account, after deducting any costs incurred in connection with the Surcharges Revenue Account, to be funded into the Capital Improvement Fund on the 30th of April of such year, which shall be deemed County’s contribution to the Capital Improvement Fund. For the avoidance of doubt, at no time shall the County’s obligation to contribute to the Capital Improvement Fund exceed the amount of Surcharges Revenue actually received.

(iv) The obligations of the Parties to contribute to the Capital Improvement Fund shall be separate and distinct obligations of each of the Parties, and in no event shall such obligations be, or be deemed to be, joint and several obligations of the Parties.

(b) Manner of Funding. On or before the first payment is due to be paid into the account, ECSC shall establish an account (the “**CIF Account**”) into which the Parties shall deposit their obligations for funding the Capital Improvement Fund. The CIF Account shall maintain ESD investment standards in accordance with GAAP such that funds can be easily identified, accounted for and applied in accordance with the terms of this Article 8. Any interest accrued on funds deposited in the CIF Account shall be deposited in the CIF Account.

(c) Failure to Fund. If StadCo, the County or ECSC (as applicable), shall fail to contribute its portion to the Capital Improvement Fund when required pursuant to Section 8.2(a), such unpaid portion shall accrue interest at the Default Interest Rate until paid by such noncontributing Party; provided that no interest shall be due and payable unless a contributing Party provides to the non-contributing Party written notice of the non-payment and the non-contributing Party has not remitted payment within fourteen (14) Business Days of such notice. Contemporaneously with the delivery of such notice to

any non-contributing Party, the Party giving notice shall provide a copy of the same to the third Party. Any interest accrued under this Section 8.2(c) shall be deposited into the Capital Improvement Fund.

8.3 Use of the Maintenance and Repair Fund and Capital Improvement Fund.

(a) StadCo shall have the right to use the Maintenance and Repair Fund for (i) Maintenance and Repair Work and (ii) for Capital Improvements.

(b) StadCo shall have the right to use the Capital Improvement Fund for (i) Capital Improvements and (ii) expenses related to security and utilities for the Stadium (the “**Security and Utility Event Expenses**”), provided that StadCo may only use up to one-third (1/3) of the ECSC CIF Portion of the Capital Improvement Fund for Security and Utility Event Expenses.

(c) At least thirty (30) days prior to the date on which StadCo desires to draw funds from the Maintenance and Repair Fund or the Capital Improvement Fund to pay for or reimburse StadCo for Maintenance and Repair Work or Security and Utility Event Expenses, respectively, StadCo shall submit to ECSC a written request accompanied by a detailed description and cost of the proposed Maintenance and Repair Work or Security and Utility Event Expenses, as applicable. Upon completion of their review of the written request and all related documents reasonably required by ECSC, and provided that ECSC is reasonably satisfied that the payments to which the request relates were in proper form, amount and other respects, within ten (10) days after such approval, ECSC shall authorize the transfer of the requisite sum from the Maintenance and Repair Fund or the Capital Improvement Fund, as applicable, by wire transfer to StadCo.

(d) At least ninety (90) days prior to the date on which StadCo desires to draw funds from the Maintenance and Repair Fund or the Capital Improvement Fund to pay for or reimburse StadCo for Capital Improvements, StadCo shall submit to ECSC and the County a written request accompanied by a detailed description and cost of the proposed Capital Improvements. In the event a proposed Capital Improvement is approved in accordance with Section 7.5(b), within ten (10) days after such approval, ECSC shall advance to StadCo the cost of such Capital Improvement out of the Capital Improvement Fund.

8.4 Additional Provisions.

(a) Notwithstanding the foregoing, neither ECSC nor the County shall be under any obligation to fund the Capital Improvement Fund or the Maintenance and Repair Fund or approve disbursement therefrom if, at the time such funding is due or such disbursement is requested, any Lessee Default has occurred and is continuing. Upon the cure of such Lessee Default, all amounts required to fund the Capital Improvement Fund or the Maintenance and Repair Fund or requested to be disbursed therefrom shall be promptly reconciled by the Parties, and upon such reconciliation, ECSC or the County, as the case may be, shall resume funding or approving of any such disbursement in accordance with their respective obligations under this Stadium Lease.

(b) Upon the termination or expiration of this Stadium Lease, all then existing balances of the Capital Improvement Fund shall become the property of ECSC and the County, with each such Party entitled to a share of such balance in proportion to the amounts funded. Upon the termination or expiration of this Stadium Lease, all then existing balances of the Maintenance and Repair Fund shall become the property of ECSC.

8.5 Limitation on Liability. The Parties acknowledge and agree that nothing in this Article 8 imposes on ECSC or the County any obligation to undertake any Capital Improvement.

## **ARTICLE 9 DAMAGE AND DESTRUCTION**

9.1 StadCo's Obligation to Restore. If, at any time during the Term, the Stadium Complex or any part thereof shall be damaged or destroyed by a Casualty, StadCo shall commence and thereafter proceed as promptly as possible to repair, restore and replace the damage to the Stadium Complex as nearly as possible (subject to Section 26.14) to its condition immediately prior to such Casualty, to the extent permitted by Applicable Laws, at StadCo's expense (the "**Casualty Repair Work**") and shall have a right to such Insurance Proceeds, if any, as may be available under Section 15.7. If the Casualty Repair Work exceeds Two Million and No/100 Dollars (\$2,000,000.00), ECSC and the County shall have the right to (i) approve, in ECSC's and the County's reasonable discretion, the general contractor and lead architect, if any, selected by StadCo to perform the Casualty Repair Work, (ii) approve, in ECSC's and the County's reasonable discretion, the terms of the contracts with the general contractor and lead architect, if any, selected by StadCo to perform the Casualty Repair Work, (iii) approve, in ECSC's and the County's reasonable discretion, all contracts requiring payment greater than Ten Million and No/100 Dollars (\$10,000,000.00) recommended by StadCo to be entered into for the Casualty Repair Work and (iv) engage an independent construction representative to review the Casualty Repair Work, which independent construction representative shall be at the sole cost of ECSC and the County and shall be selected by ECSC and the County in their sole discretion.

9.2 Termination.

(a) If, during the last thirty-six (36) months of the Term, a Major Casualty occurs and StadCo determines not to restore the Stadium Complex or the Casualty Repair Work is not covered by Insurance Proceeds or the Insurance Proceeds are inadequate, then this Stadium Lease shall terminate as a result of the damage or destruction as of the later of (i) the end of the calendar month in which written notice is delivered to ECSC and the County of StadCo's election not to restore the Stadium Complex or (ii) thirty (30) days following delivery of such written notice. StadCo will pay, for disbursement in accordance with Section 9.2(b), the amount of the then existing unsatisfied deductible under the property insurance policy described in Section 15.1(a). Upon the service of such notice and the making of such payments within the foregoing time period, this Stadium Lease shall cease and terminate on the date specified in such notice and StadCo shall have no obligation to perform any Casualty Repair Work or pay any Casualty expenses with respect to such Casualty.

(b) In the event this Stadium Lease shall be terminated following a Major Casualty, the Insurance Proceeds shall be payable to each of ECSC and the County on a pro rata basis in accordance with their respective amounts funded pursuant to the CCA.

9.3 New York Real Property Law Section 227. ECSC and StadCo hereby waive all rights under New York Real Property Law Section 227.

## **ARTICLE 10 EMINENT DOMAIN**

### 10.1 Condemnation of Stadium Complex.

(a) If, at any time during the Term, a Taking occurs that results in the appropriation of title to the whole or substantially all of the Stadium Complex, other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, then this Stadium Lease shall automatically terminate as of the date of such Taking. For purposes of this Article 10, “substantially all of the Stadium Complex” shall be deemed to have been taken if, as a direct and proximate result of the Taking, an Untenantable Condition occurs.

(b) StadCo shall have the right to assert a separate claim against the condemning authority in any eminent domain proceeding pertaining to the Stadium Complex whether or not this Stadium Lease is terminated for just compensation and business damages arising from such Taking.

(c) If StadCo does not elect to file a separate claim against the condemning authority, StadCo shall receive, out of the award or awards paid to ECSC and the County on account of such Taking (including all compensation for the Stadium Complex and the Improvements or portions thereof taken, and damages, if any, to the parts of the Stadium Complex and the StadCo’s personal property not so taken), compensation for any loss or damage with respect to the StadCo’s personal property. To the extent such award or awards paid to ECSC and the County includes any compensation for the Team’s business damages, such compensation shall be paid to StadCo. The balance of any such award or awards shall be paid to StadCo, ECSC and the County on a pro rata basis in accordance with their respective amounts funded pursuant to the CCA.

10.2 Condemnation Proceeds. If, at any time during the Term, a Taking occurs that affects less than substantially all of the Stadium Complex, the Term shall not be reduced, extended or affected in any way, and the following provisions shall apply:

(a) StadCo shall commence and thereafter proceed as promptly as possible (subject to Section 26.14) to repair, restore and replace the remaining part of the Stadium Complex as nearly as possible to its former condition and shall have a right to such Insurance Proceeds, if any, as may be available under Section 15.7. Upon any such Taking, all amounts or awards received by ECSC and the County on account of such Taking including all compensation for the Stadium Complex or portions thereof taken, and damages, if any, to the parts of the Stadium Complex not taken shall be used to pay for the cost of such repair, restoration and replacement to the extent needed therefor.

(b) StadCo shall have the right to assert a separate claim against the condemning authority for just compensation and business damages arising from such Taking including any loss or damage with respect to the Bills' personal property; (ii) the unrealized net profit of the Team for the balance of the Term resulting from such partial Taking; and (iii) the value of the unexpired Term with respect to the portion of the Stadium Complex so taken. StadCo shall commence and thereafter proceed as promptly as possible (subject to Section 26.14) to repair, restore and replace the remaining portion of the Improvements as nearly as possible to their former condition. All amounts or awards received by StadCo on account of the loss of or damage to StadCo's personal property that are attributable to such Taking shall be used to pay for the costs of such repair, restoration and replacement to the extent needed therefor.

(c) Notwithstanding the foregoing, no Party shall have any obligation to restore the Stadium Complex if this Stadium Lease is terminated pursuant to Section 10.1.

10.3 Condemnation Proceedings. ECSC and StadCo shall each have the right, at their own expense, to appear in any condemnation Proceeding and to participate in any and all hearings, trials and appeals therein.

10.4 Notice of Condemnation. The County, ECSC and StadCo hereby agree that in the event the County, ECSC or StadCo shall receive notice of any proposed or pending Taking, the Party receiving such notice shall promptly notify the other Parties.

10.5 Taking of a Limited Duration. If, at any time during the Term, a Taking occurs that results in the temporary appropriation of the whole or substantially all of the Stadium Complex, whether for a fixed or indeterminate period, the covenants of the Parties to perform their respective obligations under the Stadium Agreements (including, but not limited to, the payment of Rent) shall abate and suspend during such period of time and any award pursuant to such Taking or any price paid pursuant to a purchase and sale under threat of Taking shall be paid to each Party in accordance with such Party's showing of damages arising from such Taking; provided, however, that if the State (or any Affiliate thereof) or the County (or any Affiliate thereof) is the condemning authority, neither ECSC, if the State (or any Affiliate thereof) is the condemning authority, or the County, if the County (or any Affiliate thereof) is the condemning authority, shall be excused from the performance of its obligations hereunder or entitled to any share of the award or other consideration paid on account of such temporary Taking. If any such temporary Taking lasts for more than one (1) year, StadCo shall have the right to terminate this Stadium Lease upon not less than sixty (60) days' notice to the County and ECSC.

## **ARTICLE 11 QUIET ENJOYMENT**

11.1 Covenant of Quiet Enjoyment. ECSC and the County covenant and warrant that StadCo, on performing and observing all of its covenants and agreements contained in the Stadium Agreements, shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Stadium Complex during the Term, and may exercise all of its rights hereunder.



**ARTICLE 12**  
**ALTERATIONS; MECHANICS' LIENS**

12.1 General. StadCo shall have the right, at its own expense without ECSC's consent, to make such non-structural alterations, changes and improvements to the Stadium Complex and install such trade fixtures as StadCo may deem necessary; provided, however, that any such alterations, changes, improvements and fixtures (a) do not materially change the overall function or design of the Stadium Complex nor shorten the useful life thereof nor materially change the aesthetics, sightlines, structure or systems thereof, and (b) do not violate Applicable Law or the Project Program Statement (except as previously agreed to by ECSC). StadCo shall not make any structural alterations, changes or improvements to the Stadium Complex without ECSC's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, changes, improvements and fixtures installed by StadCo at the Stadium Complex at its own expense shall remain the property of StadCo throughout the Term and StadCo shall have the right to the depreciation on such alterations, changes, improvements and fixtures. All tangible property incorporated or installed in the Stadium Complex will be permanently affixed to the real property component of the Stadium Complex, and such tangible property, once affixed, will be deemed an integral component of the Stadium Complex and title thereto shall vest in ECSC in accordance with the terms hereof.

12.2 Mechanics' Liens. StadCo shall not permit any mechanics' liens to exist or be filed as an encumbrance against the Stadium Complex and, if any such lien shall be filed, StadCo shall cause such lien to be discharged, released, bonded or otherwise removed as an encumbrance against the Stadium Complex within forty-five (45) days of the filing thereof.

**ARTICLE 13**  
**ASSIGNMENT AND SUBLETTING**

13.1 Assignment and Subletting Prohibited. Without the prior written consent of ECSC, except as herein provided in Section 24.1, StadCo will not assign or otherwise convey this Stadium Lease nor, except as hereinafter provided in Section 13.3, sublease the whole or any part of the Stadium Complex to any Person other than a Permitted Assignee. ECSC agrees that upon any permitted assignment or conveyance of this Stadium Lease, StadCo shall be released from all obligations arising under this Stadium Lease from and after the date of the assignment or conveyance, provided that (a) the assignee or transferee agrees to perform all of StadCo's obligations under this Stadium Lease, arising under this Stadium Lease from and after the date of the assignment or conveyance, and (b) assignee or transferee is approved by the NFL. The consent by ECSC to an assignment or sublease will not be construed to relieve StadCo from obtaining either such Party's prior written consent to any further assignment or subletting. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without ECSC's prior written consent in each instance. Any assignment or conveyance of this Stadium Lease shall be subject to delivery of a replacement Guaranty by guarantor(s) satisfactory to ECSC in its sole discretion.

13.2 Submission of Information. If StadCo requests ECSC to consent to a specific assignment or subletting, StadCo will submit in writing to ECSC: (a) the name and address of the proposed

assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial or other credit information reasonably sufficient to enable ECSC to determine the financial responsibility and character of the proposed assignee or subtenant, excluding any financing information or the operating results of the NFL or other member clubs; and (e) the proposed form of assignment or sublease.

13.3 Permitted Subletting. Provided no Lessee Default shall have occurred and be continuing, StadCo shall have the right, without the consent of ECSC, to enter into a sublease, license, use agreement or any other similar agreement for all or any portion of the Stadium Complex with: (a) the Bills (the “**Use Agreement**”), (b) any other Affiliate of StadCo for any purpose permitted by Section 5.1; (c) any other Person for the purpose of staging entertainment events (such as a concert); or (d) any third party in connection with the installation of telecommunications towers or antennas, windmills, or solar energy panels or other utility and electrical components servicing the Stadium provided that the term of any such sublease does not extend beyond the Term of this Stadium Lease.

13.4 Use Agreement. StadCo shall enter into the Use Agreement, which Use Agreement shall (a) obligate the Bills to comply with terms of Article 6 and (b) be compliant with and not conflict with the terms of this Stadium Lease.

## **ARTICLE 14 INDEMNIFICATION**

14.1 Indemnification of the County and Affiliates by StadCo. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of the County, any Affiliate of the County or their respective employees, contractors, agents, guests or invitees, StadCo will neither hold nor attempt to hold the County, any Affiliate of the County or their respective employees or agents liable for, and StadCo will indemnify, defend and hold harmless the County, all Affiliates of the County and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from: (i) the use or occupancy of the Stadium Complex; or manner of use or occupancy of the Stadium Complex by StadCo or its employees, agents, contractors or invitees or any Person claiming under StadCo or its employees, agents, contractors or invitees; (ii) any activity, inactivity, work or thing done or permitted by StadCo or its employees, agents, contractors or invitees in or about the Stadium Complex; (iii) any breach by StadCo or its employees, agents, contractors or invitees of this Stadium Lease; and (iv) any injury or damage to the person, property or business of StadCo, its employees, agents, contractors or invitees entering upon the Stadium Complex under the express or implied invitation of StadCo. If any Proceeding is brought against the County, any Affiliate of the County, or their respective employees or agents by reason of any such claim for which StadCo has indemnified any party hereunder, StadCo, upon written notice from such indemnified party will defend the same at StadCo’s expense, with counsel reasonably satisfactory to such indemnified party. Notwithstanding the foregoing, StadCo shall have no obligation to indemnify the County with respect to any Losses arising out of the acts or omissions of the County under the Stadium Security Agreement.

14.2 Indemnification of ECSC and Affiliates by StadCo. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of ECSC, any Affiliate of ECSC or their respective employees, contractors, agents, guests or invitees, StadCo will neither hold nor attempt to hold ECSC, any Affiliates of ECSC or their respective employees or agents liable for, and StadCo will indemnify, defend and hold harmless ECSC, all Affiliates of ECSC and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from: (i) the use or occupancy of the Stadium Complex; or manner of use or occupancy of the Stadium Complex by StadCo or its employees, agents, contractors or invitees or any Person claiming under StadCo, its employees, agents, contractors or invitees; (ii) any activity, inactivity, work or thing done or permitted by StadCo or its employees, agents, contractors or invitees in or about the Stadium Complex; (iii) any breach by StadCo or its employees, agents, contractors or invitees of this Stadium Lease; and (iv) any injury or damage to the person, property or business of StadCo, its employees, agents, contractors or invitees entering upon the Stadium Complex under the express or implied invitation of StadCo. If any Proceeding is brought against ECSC, any Affiliate of ECSC or their respective employees or agents by reason of any such claim for which StadCo has indemnified any party hereunder, StadCo, upon written notice from such indemnified party will defend the same at StadCo's expense, with counsel reasonably satisfactory to such indemnified party.

14.3 Indemnification of StadCo and Affiliates by the County. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of StadCo, any Affiliate of StadCo or its respective employees, contractors, agents, sublessees, sublicensees, guests or invitees, and subject to the provisions of Section 15.2(c), the County will neither hold nor attempt to hold StadCo, any Affiliates of StadCo or its respective employees or agents liable for, and the County will indemnify, defend and hold harmless StadCo, all Affiliates of StadCo or its respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by the County pursuant to Section 2.4 of this Stadium Lease. If any Proceeding is brought against StadCo, any Affiliate of StadCo or its respective employees or agents by reason of any such claim for which the County has indemnified any party hereunder, the County, upon written notice from such indemnified party will defend the same at the County's expense, with counsel reasonably satisfactory to such indemnified party. Notwithstanding the foregoing, the County shall have no obligation to indemnify StadCo with respect to any Losses arising out of the acts or omissions of StadCo under the Stadium Security Agreement.

14.4 Indemnification of ECSC and Affiliates by the County. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of ECSC, any Affiliate of ECSC or their respective employees, contractors, agents, guests or invitees, the County will neither hold nor attempt to hold ECSC, any Affiliates of ECSC or their respective employees or agents liable for, and the County will indemnify, defend and hold harmless ECSC, all Affiliates of ECSC or their respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by the County pursuant to Section 2.4 of this Stadium Lease. If any Proceeding is brought against ECSC, any Affiliate of ECSC or their respective employees or agents by reason of any such claim for which the County has indemnified any party hereunder, the County, upon written notice from such indemnified party will defend the same at the County's expense, with counsel reasonably satisfactory to such indemnified party.

14.5 Indemnification of StadCo and Affiliates by ECSC. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of StadCo, any Affiliate of StadCo or its respective employees, contractors, agents, sublessees, sublicensees, guests or invitees, and subject to the provisions of Section 15.2(c), ECSC will neither hold nor attempt to hold StadCo, any Affiliates of StadCo or its respective employees or agents liable for, and ECSC will indemnify, defend and hold harmless StadCo, all Affiliates of StadCo or its respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by ECSC pursuant to Section 2.4 of this Stadium Lease. If any Proceeding is brought against StadCo, any Affiliate of StadCo or its respective employees or agents by reason of any such claim for which ECSC has indemnified any party hereunder, ECSC, upon written notice from such indemnified party will defend the same at ECSC's expense, with counsel reasonably satisfactory to such indemnified party. Notwithstanding the foregoing, ECSC and its Affiliates shall have no obligation to indemnify StadCo with respect to any Losses arising solely out of the acts or omissions of the County under the Stadium Security Agreement.

14.6 Indemnification of the County and Affiliates by ECSC. Except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or wrongful act of the County, any Affiliate of the County or their respective employees, contractors, agents, guests or invitees, ECSC will neither hold nor attempt to hold the County, any Affiliates of the County or their respective employees or agents liable for, and ECSC will indemnify, defend and hold harmless the County, all Affiliates of the County or their respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by ECSC pursuant to Section 2.4 of this Stadium Lease. If any Proceeding is brought against the County, any Affiliate of the County or their respective employees or agents by reason of any such claim for which ECSC has indemnified any party hereunder, ECSC, upon written notice from such indemnified party will defend the same at ECSC's expense, with counsel reasonably satisfactory to such indemnified party.

14.7 Survival. The provisions of this Article 14 will survive the expiration, termination or cancellation of this Stadium Lease.

## **ARTICLE 15 INSURANCE**

15.1 Bills' Insurance. During the Term, StadCo, at its sole cost and expense, shall keep and maintain in full force and effect a policy or policies containing the following types of coverages, deductibles, limits and other terms:

- (a) Property insurance covering loss or damage to the Improvements and to all of StadCo's furniture and fixtures, machinery, equipment and any other personal property owned and used in StadCo's business and found in, on or about the Stadium Complex, for the full replacement cost value (or at least 90% thereof), with any coinsurance provision waived by an agreed amount clause, on an "all risks" basis (including coverage for flood and earthquake). Such "all risks" coverage may be subject to a reasonable deductible, but that deductible shall not exceed \$100,000 without the prior approval of the County and ECSC.

(b) Commercial general liability insurance (on an “occurrence” basis) for a suit for damages arising out of or in connection with the Stadium Complex with coverage and limits of not less than the following (and subject to a deductible of not more than \$100,000 without prior approval of the County and ECSC):

Bodily Injury & Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury and Advertising	\$1,000,000 each offense
General Aggregate Limit	\$2,000,000 each location

Exclusions for the following coverages are not permissible:

Products/Completed Operations and Contractual Liability.

(c) Automobile liability insurance with coverage and limits of not less than the following:

Owned, Hired and Non-Owned Autos (Symbol “1” on Business Auto policies) Combined Single Limit for Bodily Injury and Property Damage - \$1,000,000 each accident.

(d) Workers’ Compensation, Employers’ Liability and New York State Disability Benefits Liability insurance providing statutory coverage complying with the New York Workers’ Compensation Law.

(e) “Umbrella” liability insurance (on an “occurrence” basis) which follows form to commercial general liability, employer’s liability and auto liability insurance with coverage and limits of not less than the following:

For Bodily Injury, Personal Injury and Property Damage — \$125,000,000 each occurrence and aggregate, and with a retained limit of no more than \$100,000. (Coverage to be excess of required coverages under Sections 15.1(b), (c) and (d) and the Certificate of Insurance required per Section 15.2(j) must clearly so reflect)

## 15.2 Requirements of StadCo’s Insurance Policies.

(a) Each StadCo’s Insurance Policy shall be with companies that are nationally recognized and, if underwriting primary coverage, that have a policyholder’s rating of at least “A” and a “FSC” rating of at least “XII” as listed at the time of issuance by A.M. Best *Insurance Reports*, or such other ratings as the County and StadCo may mutually agree, and are qualified to issue such insurance in New York State.

(b) Each StadCo’s Insurance Policy shall be endorsed to provide that it may not be canceled, terminated, reduced or materially changed unless at least sixty (60) days’

advance notice thereof has been provided to the County and ECSC, except in the case of cancellation or termination due to a lapse for non-payment, in which case only ten (10) days' advance notice shall be required.

(c) Each StadCo's Insurance Policy shall include waivers of any recourse against the County and ECSC for payment of any premiums, assessments, deductible or retained limits under such policy.

(d) The County and ECSC waive all rights of recovery against StadCo and StadCo waives all rights of recovery against the County and ECSC for any loss or damage to the real or personal property of the other Party occurring at or on the Stadium Complex, whether or not caused by the negligence or other fault of the County, ECSC, StadCo or of their respective agents, employees, licensees or assignees and, further, this provision shall apply notwithstanding any other provision herein to the contrary. This mutual waiver of rights of recovery shall apply only to the extent that such loss or damage is covered by property insurance carried or would have been covered by property insurance required to be carried. Each Party shall use commercially reasonable efforts to secure from their respective property insurers permission to waive such rights of recovery and an endorsement to the property policies waving subrogation and rights of recovery.

(e) Each Bills' Insurance Policy covering any liability shall contain a "cross-liability" endorsement or a "severability of interests" endorsement providing that coverage, to the maximum amount of the policy, shall be available despite any suit between the insured and any additional insured under such policy.

(f) The County, the State, ECSC and ESD must be named as additional insureds under all the policies listed in Sections 15.1(b) and (e) above.

(g) The insurance required hereunder shall be primary and non-contributory insurance with respect to any insurance carried by any other party to this Agreement and the insurer shall be liable for the full amount of any loss up to the total limit of liability required without the right of contribution of any other insurance coverage held by any other entity named as an additional insured.

(h) Each Bills' Insurance Policy containing liability coverage shall contain an endorsement specifying the Stadium Agreements as "insured contracts."

(i) It is expressly understood and agreed by StadCo that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements, StadCo shall be subject to additional requirements as may be imposed by the County or ECSC to avoid any potential lapse in protection that is inherent in the use of claims-made coverage.

(j) StadCo shall deliver, or cause to be delivered, to the County and ECSC certificates of insurance and any other documentation reasonably required by the County and ECSC evidencing the existence of StadCo's Insurance Policies and the various required provisions specified in Sections 15.2(b), (e), (f) and (i), such delivery to be made at least three (3) Business Days prior to the Commencement Date and on each Anniversary Date.

Within five (5) Business Days after the issuance of any additional policy or amendment or supplement to any of StadCo's Insurance Policies that materially impacts the protection afforded to the County or ECSC, StadCo shall deliver to the County and ECSC revised certificates of insurance reflecting any such addition, amendment or supplement. With respect to any Bills' Insurance Policy that expires by its terms prior to the expiration of the Term, StadCo shall deliver to the County and ECSC certificates of insurance and any other documentation reasonably required by the County and ECSC evidencing the existence of the renewal or replacement of such Bills' Insurance Policy, such delivery to be made at least three (3) Business Days prior to the expiration of such Bills' Insurance Policy; provided that StadCo may instead deliver a PDF of the binder of insurance, such delivery to be made on or prior to the expiration of such insurance policy, and within ten (10) days after the expiration of such insurance policy, the actual certificate of insurance and any other required documentation shall be furnished to the County and ECSC.

15.3 Reevaluation of Policy Terms and Limits. The County, ECSC and StadCo shall meet from time to time (but no less frequently than once every three years) to review the adequacy of the dollar limits and other terms set forth in StadCo's Insurance Policies, and the dollar limits and other terms shall be increased or decreased as mutually agreed upon by the parties to take into account changes, if any, in circumstances and other relevant factors (including, without limitation, inflation, claims history, changes in law, economic feasibility and insurance markets) since the policies' dollar limits were initially established or last adjusted, as applicable.

15.4 Adequacy of Coverage. StadCo acknowledge that neither the County, nor ECSC, nor their respective agents or employees, have made any representations that the insurance to be carried by StadCo pursuant to this Article 15 is adequate to protect StadCo or its properties. If StadCo believes that any such insurance coverage is inadequate, StadCo may obtain such additional insurance coverage as StadCo deems adequate, at its sole cost and expense.

15.5 Additional Policies. If, during the Term, StadCo purchases or otherwise procures any commercial general liability, employer's liability, automobile liability or umbrella liability insurance coverage in excess of the coverage mandated by Section 15.1, such additional coverage shall be subject to the terms, conditions and limitations of Section 15.2.

15.6 Property Insurance. StadCo shall keep and maintain a policy of comprehensive property insurance against any and all Losses or damage to the Buildings in an amount not less than ninety percent (90%) of the full replacement value thereof on an "all risks" basis, unless StadCo can demonstrate to the County and ECSC that such policy is commercially unavailable subject to such deductibles as StadCo in its sole discretion may elect or determine. StadCo, at its sole discretion, may purchase such coverage at limits and with deductibles it deems appropriate. StadCo shall provide evidence of any such property insurance coverage to ECSC on or before April 1 of each Lease Year.

15.7 Insurance Proceeds.

(a) Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Project as a result of a Casualty (the "**Insurance Proceeds**") shall be paid to StadCo, as restoring party, from time to time as such Casualty Repair Work progresses as provided

in this Section 15.7. Insurance Proceeds paid or disbursed to StadCo shall be held by StadCo in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by StadCo to such Casualty Repair Work or otherwise in accordance with the terms of this Section 15.7. StadCo shall from time to time as requested by ECSC or the County provide an accounting to such other party of the Insurance Proceeds in detail and format reasonably satisfactory to such other party.

(b) Without limiting StadCo obligations under Article 9 with respect to Casualty Repair Work, the Insurance Proceeds shall be payable to:

(i) StadCo directly, in the case of any particular insured Casualty resulting in damage to the Improvements involving a reasonably estimated cost of repair equal to or less than Five Million and No/100 Dollars (\$5,000,000.00), which Insurance Proceeds shall be received by StadCo in trust for the purpose of paying the cost of Casualty Repair Work.

(ii) the Insurance Fund Custodian for deposit into an account (the “**Insurance Fund**”) in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of repair in excess of Five Million and No/100 Dollars (\$5,000,000.00), which Insurance Proceeds are to be held and disbursed pursuant to, and under the conditions set forth in this Section 15.7(b) and Section 15.7(c) below.

(iii) The Insurance Fund shall be established and maintained for the sole purpose of serving as a segregated fund for the Insurance Proceeds and the Insurance Proceeds deposited into the Insurance Fund under this Stadium Lease shall be held and disbursed, all in accordance with this Section 15.7. All funds in the Insurance Fund shall be held in escrow by the Insurance Fund Custodian for application in accordance with the terms of this Stadium Lease, and the Insurance Fund Custodian shall account to StadCo, ECSC and the County for the same on a monthly basis. The funds in the Insurance Fund shall be invested only in Permitted Investments as directed by StadCo and all earnings and interest thereon shall accrue to the Insurance Fund and shall be available as part of the Insurance Fund. Neither StadCo, ECSC nor the County shall create, incur, assume or permit to exist any Lien on the Insurance Fund or any proceeds thereof.

(c) For Insurance Proceeds deposited in the Insurance Fund, the Insurance Fund Custodian shall make disbursements of Insurance Proceeds to StadCo upon the request of StadCo when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by the representative of StadCo, and, to the extent an architect, engineer or contractor is reasonably required to be retained with respect to the nature of the Casualty Repair Work being performed, by the applicable architect, engineer or contractor in charge of the Casualty Repair Work selected in accordance with Article 9 and except for the amount stated in the certificate to be due (and/or except for statutory or contractual retainage not yet due and payable) and amounts listed on the certificate as being disputed by StadCo in good faith and for which no Lien has been filed (or for which any applicable Lien has been bonded as permitted in this Stadium Lease) and for which the reasons for



such dispute are provided to ECSC, there is no outstanding indebtedness for such Casualty Repair Work known to the Persons signing such certificate then due.

(d) The distribution of funds to StadCo for Casualty Repair Work shall not in and of itself constitute or be deemed to constitute (i) an approval or acceptance by the County or ECSC of the relevant Casualty Repair Work or (ii) a representation or indemnity by the County or ECSC to StadCo or any other Person against any deficiency or defects in such Casualty Repair Work or against any breach of contract. Insurance Proceeds disbursed to StadCo hereunder shall be held by StadCo in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by StadCo to such Casualty Repair Work.

## **ARTICLE 16 END OF TERM**

16.1 End of Term. Upon the expiration or termination of the Term, StadCo shall peaceably deliver up and surrender the Stadium Complex to ECSC in good condition, order and repair, normal wear and tear excepted, and if, at any time prior to the date that is thirty (30) days after the expiration or termination of the Term, ECSC provides notice to StadCo requesting the demolition of the Stadium upon expiration or termination of the Term, then StadCo shall be obligated to undertake the demolition and removal of the Stadium, at StadCo's expense. At the end of the Term, at the request of ECSC, StadCo shall deliver to ECSC any plans, drawings, specifications, computer programs, manuals, written materials, maintenance logs and other items of equipment and personal property used by StadCo in conjunction with the operation, repair, maintenance, management and control of the Stadium Complex that are not reasonably capable of being used or adopted for another purpose (e.g., specialized tools for the Video Replay System).

16.2 Alterations and Improvements. Upon the expiration or termination of the Term, all alterations, installations, changes, replacements, additions or improvements that (a) have been made by StadCo to the Stadium Complex and (b) cannot be removed without material damage (other than damage to be repaired by StadCo as contemplated by Section 16.3) to the remainder of the Stadium Complex, shall be deemed a part of the Stadium Complex and the same shall not be removed.

16.3 Personal Property and Trade Fixtures. Upon the expiration or termination of the Term, StadCo shall remove all personal property and trade fixtures installed by StadCo at the Stadium Complex, and shall repair any damage caused to the Stadium Complex due to the removal of such property. If StadCo fails to remove such property within ten (10) days of the expiration or termination of the Term, such property shall be deemed abandoned. In such event, ECSC may, at its option, (a) cause any such abandoned property to be removed at the expense of StadCo, (b) sell all or any part of such property at public or private sale, without notice to StadCo, and/or (c) declare that title to such property shall be deemed to have passed to ECSC.

16.4 Termination Documentation. Upon the expiration or termination of the Term and performance of all obligations required of StadCo hereunder, StadCo shall immediately upon the request of ECSC, deliver a release of any instruments of record evidencing this Stadium Lease, and a quitclaim deed conveying to ECSC all of StadCo's right, title and interest in and to the Stadium Complex.

**ARTICLE 17**  
**TAXES AND ASSESSMENTS**

17.1 General Levy Taxes. Under Applicable Law as of the Effective Date, the Stadium Complex, by virtue of ECSC's ownership thereof, is exempt from all general levy ad valorem real estate taxes and assessments. To the extent that any such taxes and assessments are imposed on or with respect to the Stadium Complex by any Governmental Authority during the Term, such taxes and assessments shall be paid by ECSC.

17.2 StadCo's Obligation to Pay Assessments. StadCo covenants and agrees to pay all Assessments on or before the date on which such Assessments would be deemed delinquent.

17.3 Contest by StadCo. StadCo shall have the right to contest any Assessment in good faith, at its own cost and expense, provided, however, that notwithstanding such contest, StadCo shall not take any action that would adversely affect, threaten or jeopardize the interest of the County or ECSC in the Stadium Complex or any part thereof. In the event of any such contest by StadCo, ECSC agrees to reasonably cooperate with StadCo at StadCo's sole cost and expense.

17.4 Adjustments for Partial Lease Years. For the first and last Lease Years of the Term, the portion of all Assessments to be paid by StadCo shall be prorated, depending on the proportion that each such Lease Year shall bear to the tax year in which it falls.

**ARTICLE 18**  
**ENVIRONMENTAL MATTERS**

18.1 StadCo's Environmental Indemnification. StadCo covenants and agrees that it will not use, generate, store, Release or dispose of any Hazardous Substances at the Stadium Complex except in compliance with all Applicable Laws. StadCo will defend, indemnify and hold harmless the County, ECSC, ESD and the State of New York, their Affiliates and their respective employees and agents from and against any and all Losses, arising out of (i): (a) the presence of, the Release or threatened Release into the environment of, or exposure to, any Hazardous Substance on, at or under the Stadium Complex; (b) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substance on, at or under the Stadium Complex; (c) the violation or alleged violation of any Environmental Laws with respect to the Stadium Complex; (d) the non-compliance or alleged non-compliance with any Environmental Laws with respect to the Stadium Complex; or (e) StadCo's failure to promptly undertake and diligently pursue to completion all response or corrective action with respect to a Release or threatened Release of any Hazardous Substance on, at or under the Stadium Complex, and any Proceeding incident to any of the foregoing; and (ii) all Environmental Claims, and Losses resulting from, relating to or arising out of Environmental Claims, and any Proceedings incident to any of the foregoing. Notwithstanding the foregoing, it is acknowledged and agreed that the obligation of StadCo to defend, indemnify and hold harmless shall not extend to events described in the preceding sentence that occur on account of a Civic Event and such occurrence is not caused by and does not arise out of the action or inaction of StadCo.

18.2 Survival. The provisions of this Article 18 will survive the expiration, termination or cancellation of this Stadium Lease.

**ARTICLE 19**  
**ESTOPPEL CERTIFICATES**

19.1 StadCo's Certificate. StadCo shall at any time and from time to time, within ten (10) Business Days of the receipt of a written request from the County or ECSC, execute, acknowledge, and deliver to the requesting Party a statement in writing certifying: (a) that this Stadium Lease has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Stadium Lease, as so amended, is in full force and effect); (b) the dates to which any Rent due hereunder has been paid; (c) that there are not, to StadCo's knowledge, any uncured defaults on the part of StadCo hereunder, and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of either the County or ECSC hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (d) such other information as may be reasonably required by the requesting Party.

19.2 ECSC's Certificate. ECSC shall at any time and from time to time, within ten (10) Business Days of receipt of prior written notice from StadCo, execute, acknowledge, and deliver to StadCo a statement in writing certifying: (a) that this Stadium Lease has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Stadium Lease, as so amended, is in full force and effect); (b) that there are not, to ECSC's knowledge, any uncured defaults on the part of ECSC hereunder, and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of StadCo hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (c) such other information as may be reasonably required by StadCo.

**ARTICLE 20**  
**DISPUTE RESOLUTION**

20.1 Arbitration. All disputes arising under or relating to the Franchise Maintenance Covenants, or the breach or threatened breach thereof, shall be settled by a Proceeding in a court of competent jurisdiction. All other disputes arising under or relating to the Stadium Agreements, or the breach or threatened breach thereof, shall be settled by arbitration, conducted in Buffalo, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association as follows:

(a) Arbitration will be commenced by a written demand made by any Party upon the other Parties.

(b) The arbitration will be submitted to three arbitrators selected by those Parties appearing in the arbitration from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, which may include arbitrators on its Large Complex Case Panel, and who reside in New York State. In the event that an insufficient number of qualified arbitrators are available from the State of New York, such that the Parties appearing in the arbitration are unable to agree upon a panel of three arbitrators from said states within forty-five (45) days following the filing of the demand for arbitration, additional arbitrators will be drawn from the national list of arbitrators

maintained by the American Arbitration Association from any states contiguous to New York State.

(c) The arbitrators will not have power to add to, modify, detract from, terminate or otherwise alter in any way the provisions of the Stadium Agreements. No arbitrator may make an award of punitive or exemplary damages.

(d) The arbitrating Parties will each pay for the services of its attorneys and witnesses, plus its proportionate share of the costs relating to the arbitration.

(e) The decision or award of the arbitrators shall be entered with a court of competent jurisdiction and will be enforced according to the laws of the State of New York.

## **ARTICLE 21 REPRESENTATIONS AND WARRANTIES**

21.1 Representations and Warranties of ECSC. ECSC represents and warrants to the County and StadCo, as of the Effective Date, that:

21.1.1 ECSC is a business corporation duly organized and validly existing under the laws of the State of New York, has been declared to be a public benefit corporation by the legislature of the State of New York, is in good standing under the laws of the State of New York, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Stadium Lease;

21.1.2 ECSC is a duly organized subsidiary corporation of the ESD and, pursuant to the Act, possesses the “privileges, immunities, tax exemptions and other exemptions” which inure to the ESD by virtue of the ESD’s status as a public benefit corporation;

21.1.3 ECSC has all requisite power and authority to execute, deliver and perform its obligations under this Stadium Lease;

21.1.4 this Stadium Lease has been duly authorized, executed and delivered by ECSC and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof and thereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

21.1.5 ECSC has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of this Stadium Lease;

21.1.6 to the best of its knowledge, the execution, delivery, and performance of this Stadium Lease by ECSC does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of: (i) any Applicable Law, (ii) any order of any Governmental Authority, or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which ECSC is a party or by which ECSC or its properties is bound;

21.1.7 ECSC may, in compliance with Applicable Law, lease the Stadium Complex to StadCo pursuant to the terms of this Stadium Lease; and

21.1.8 There are no Proceedings pending, or to the best knowledge of ECSC threatened, against or affecting it or the Project, which, if adversely determined, would impair the ability of ECSC to perform its obligations under this Stadium Lease, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority.

21.2 Representations and Warranties of the County. The County represents and warrants to ECSC and StadCo, as of the Effective Date, that:

21.2.1 the County is a municipal corporation duly organized and existing under New York law;

21.2.2 the County has all requisite municipal power and authority to execute, deliver and perform its obligations under this Stadium Lease;

21.2.3 this Stadium Lease has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

21.2.4 the County has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of this Stadium Lease without any further legislative action;

21.2.5 to the best of its knowledge, the execution, delivery, and performance of this Stadium Lease by the County does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which the County is a party or by which the County or its properties is bound;

21.2.6 There are no Proceedings pending, or to the best knowledge of the County threatened, against or affecting it or the Project, which, if adversely determined, would impair the ability of the County to perform its obligations under this Stadium Lease, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority related to the Stadium Complex; and

21.2.7 County is the fee owner of the Existing Stadium Facility and the New Stadium Land.

21.3 Representations and Warranties of StadCo. StadCo represents and warrants to ECSC and the County, as of the Effective Date, that:

21.3.1 StadCo is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is in good standing under the laws of the State of Delaware and the State of New York, and has all requisite corporate power and authority to execute, deliver and perform their obligations under this Stadium Lease;

21.3.2 this Stadium Lease has been duly authorized, executed and delivered by StadCo and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof and thereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

21.3.3 StadCo has obtained all authorizations, consents, or approvals (including all necessary consents and approvals from the NFL) required for the execution, delivery and performance by it of this Stadium Lease;

21.3.4 to the best of its knowledge, the execution, delivery and performance of this Stadium Lease by StadCo does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which it is a party or by which it or any of its properties are bound;

21.3.5 StadCo may, in compliance with Applicable Law and with all contractual obligations of StadCo, lease the Stadium Complex pursuant to the terms of this Stadium Lease;

21.3.6 the Bills are the valid and legal holder of, and has the exclusive rights with respect to, the Franchise, which Franchise is in full force and effect; and

21.3.7 There are no Proceedings pending, or to the best knowledge of StadCo threatened, against or affecting it or the Project, which, if adversely determined, would impair the ability of StadCo to perform its obligations under this Stadium Lease, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority.

## **ARTICLE 22 LESSEE DEFAULT**

22.1 Events of Lessee Default. Any of the following events shall constitute a “**Lessee Default**”:

(a) StadCo or the Bills breaches any of the Franchise Maintenance Covenants or StadCo fails to enter into the Use Agreement;

(b) StadCo defaults in the due and punctual payment of Rent, and such default continues for ten (10) days after written notice from ECSC;

(c) StadCo breaches any of the other agreements, terms, covenants or conditions set forth in this Stadium Lease that StadCo is required to perform or observe, and such breach continues for a period of ninety (90) days after written notice from ECSC or the County to StadCo;

(d) StadCo breaches any of the agreements, terms, covenants or conditions set forth in any Stadium Agreement that StadCo is required to perform or observe pursuant to the terms thereof and said breach continues beyond the greater of (a) any applicable notice and cure period provided for in such agreement and (b) ninety (90) days after written notice from ECSC or the County to StadCo;

(e) This Stadium Lease or the Stadium Complex or any part of the Stadium Complex is taken upon execution or by other process of law directed against StadCo, or are taken upon or subject to any attachment by any creditor of StadCo or claimant against StadCo, and said attachment is not discharged or disposed of within ninety (90) days after its levy;

(f) StadCo or Guarantor files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admit the material allegations of any such petition by answer or otherwise, or are dissolved or make an assignment for the benefit of creditors; or

(g) Involuntary Proceedings under any such bankruptcy law or insolvency act or for the dissolution of StadCo or Guarantor are instituted against StadCo or Guarantor, as applicable, or a receiver or trustee is appointed for any material portion of the property of StadCo or Guarantor, and such Proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment.

## 22.2 ECSC's Remedies.

(a) If any one or more Lessee Defaults occur, ECSC has the right, subject to the terms and conditions of Section 6.4 and Section 6.5, at its election:

(i) To discharge, pay or otherwise perform the obligation of StadCo giving rise to such Lessee Default, and all amounts paid by ECSC and all costs and expenses incurred by ECSC in connection with the discharge, payment or performance of any such obligation (together with interest at the Default Interest Rate from the date of payment by ECSC) will either, at the option of ECSC, (i) be payable by StadCo to ECSC on demand, or (ii) be offset by ECSC against the next payment or payments to be made by ECSC pursuant to this Stadium Lease; or

(ii) To exercise any other right or remedy available to it at law, in equity or otherwise.

(b) Solely in the event any one or more material Lessee Defaults occurs, ECSC has the right, subject to the terms and conditions of Section 6.4 and Section 6.5, at its election:

(i) To give StadCo ninety (90) days' written notice of the expiration of the Term and upon the giving of such notice and the expiration of such ninety (90) day period, StadCo's right to possession of the Stadium Complex will cease and this

Stadium Lease will be terminated, except as to StadCo's liability for the payment of any financial obligations accruing hereunder prior to the date of such termination, as if the expiration of the term fixed in such notice were the end of the Term, provided, however, that to the extent that the Lessee Default giving rise to such notice occurs during an NFL Season, such ninety (90) day period shall not begin to run until the last Game of such NFL Season has been played; or

(ii) To commence arbitration in accordance with Article 20 seeking a declaration that ECSC is entitled to summary eviction of StadCo under Article 7 of the New York Real Property Actions and Proceedings Law (provided, however, that to the extent such arbitration is commenced during an NFL Season, any warrant of eviction obtained thereby shall not be effective until the last Game of such NFL Season has been played).

### 22.3 The County's Remedies.

(a) If any one or more Lessee Defaults occur, the County has the right, subject to the terms and conditions of Section 6.4 and Section 6.5, at its election:

(i) To discharge, pay or otherwise perform the obligation of StadCo giving rise to such Lessee Default, and all amounts paid by the County and all costs and expenses incurred by the County in connection with the discharge, payment or performance of any such obligation (together with interest at the Default Interest Rate from the date of payment by the County) will be payable by StadCo to the County on demand; or

(ii) To exercise any other right or remedy available to it at law, in equity or otherwise.

(b) Solely in the event any one or more material Lessee Defaults occurs, County has the right, subject to the terms and conditions of Section 6.4 and Section 6.5, at its election: to commence arbitration in accordance with Article 20 seeking a declaration that ECSC is entitled to summary eviction of StadCo under Article 7 of the New York Real Property Actions and Proceedings Law (provided, however, that to the extent such arbitration is commenced during an NFL Season, any warrant of eviction obtained thereby shall not be effective until the last Game of such NFL Season has been played).

22.4 Cumulative Remedies. Subject to the terms and conditions of Section 6.4 and Section 6.5, each right and remedy afforded to ECSC or the County pursuant to this Article 22 is cumulative and is in addition to every other right or remedy provided for in this Stadium Lease or now or hereafter existing at law, in equity or otherwise, and the exercise by either ECSC or the County, as the case may be, of any one or more of the rights or remedies provided for in this Stadium Lease or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by ECSC or the County, as the case may be, of any or all other rights or remedies provided for in this Stadium Lease or now or hereafter existing at law, in equity or otherwise.



22.5 Limitations with Respect to Non-Relocation Agreement. Notwithstanding anything contained in this Stadium Lease or the Non-Relocation Agreement to the contrary, (a) if ECSC elects to terminate this Stadium Lease or StadCo's right to occupancy of the Stadium Complex, neither ECSC nor the County shall be entitled to seek or obtain injunctive relief or any other relief against the Team (in the form of damages or otherwise) under the Non-Relocation Agreement, and (b) if ECSC or the County obtains injunctive relief under the Non-Relocation Agreement, neither ECSC nor the County shall be entitled to terminate this Stadium Lease or StadCo's right to occupancy of the Stadium Complex.

## **ARTICLE 23 LESSOR DEFAULT**

23.1 Events of Lessor Default. Any of the following events shall constitute a "**Lessor Default**":

(a) ECSC breaches any of the agreements, terms, covenants, or conditions that this Stadium Lease requires ECSC to perform, and such breach continues for a period of thirty (30) days after written notice from StadCo to ECSC and the County or, if such breach cannot be cured reasonably within such thirty (30) day period, if ECSC fails to diligently commence to cure such breach within thirty (30) days after written notice from StadCo and to complete such cure within a reasonable time thereafter.

(b) The County breaches any of the agreements, terms, covenants or conditions set forth in this Stadium Lease that this Stadium Lease requires the County to perform or observe, and such breach continues for a period of thirty (30) days after written notice from StadCo to the County and ECSC or, if such breach cannot be cured reasonably within such thirty (30) day period, if the County fails to diligently commence to cure such breach within thirty (30) days after written notice from StadCo and to diligently complete such cure thereafter.

23.2 StadCo's Remedies.

(a) If any one or more Lessor Defaults occur, StadCo has the right, at its election, to discharge, pay or otherwise perform the obligation of ECSC or the County giving rise to such Lessor Default, and all amounts paid by StadCo and all costs and expenses incurred by StadCo in connection with the discharge, payment or performance of any such obligations (together with interest at the Default Interest Rate from the date of payment by StadCo) will either, at the option of StadCo, (i) be payable by the Party whose action or inaction gave rise to such Lessor Default on demand or (ii) in the case of any Lessor Default arising out of an action or inaction of ECSC or the County, be offset by StadCo against the next payment or payments to be made by StadCo pursuant to this Stadium Lease; or

(b) If any one or more Lessor Defaults occur, StadCo has the right, at its election, to exercise any other right or remedy available to it at law, in equity or otherwise.

23.3 Cumulative Remedies. Each right and remedy afforded to StadCo pursuant to this Article 23 is cumulative and in addition to every other right or remedy provided for in this Stadium Lease or now or hereafter existing at law, in equity or otherwise, and the exercise by StadCo of any one or more of the rights or remedies provided for in this Stadium Lease or now or hereafter existing

at law, in equity or otherwise will not preclude the simultaneous or later exercise by StadCo of any or all other rights or remedies provided for in this Stadium Lease or now or hereafter existing at law, in equity or otherwise.

23.4 Cure of Lessor Defaults. Upon serving either ECSC or the County with notice of any event that, with the passage of time, could ripen into a Lessor Default, StadCo shall simultaneously serve a copy of such notice upon the other Party. Such other Party shall thereupon have the same period as provided to the Party whose action or inaction gave rise to such notice to discharge, pay or perform the obligations of such Party, and StadCo shall accept such discharge, payment or performance by or at the instigation of such other Party as if the same had been done by the Party required to perform such obligation.

## **ARTICLE 24 LEASEHOLD MORTGAGES**

24.1 Leasehold Mortgages. StadCo shall have the right, during the Term, to grant a Lien securing indebtedness for borrowed money against or with respect to its interest in this Stadium Lease and/or in the leasehold estate in favor of StadCo created by this Stadium Lease, provided that the terms of any such Lien do not provide for or otherwise permit, at any time, the Franchise, StadCo's interest in this Stadium Lease or the leasehold estate in favor of StadCo created by this Stadium Lease to be owned or controlled, directly or indirectly, by any Person other than a Permitted Assignee, or during the pendency of the foreclosure or other enforcement of such Lien, the NFL.

## **ARTICLE 25 ENTRY BY ECSC AND THE COUNTY**

25.1 ECSC's Right of Entry.

(a) ECSC, its agents, employees, and contractors may enter the Stadium Complex during normal business hours upon not less than twenty-four (24) hours' prior written notice to:

(i) Inspect the Stadium Complex;

(ii) Determine whether StadCo is complying with all of its obligations in this Stadium Lease;

(iii) Supply services to be provided by ECSC to StadCo according to this Stadium Lease; and

(iv) Undertake obligations of ECSC under the terms of this Stadium Lease (provided that in exercising such right of access, ECSC shall use commercially reasonable efforts to avoid any unnecessary interference with Stadium Events), provided that in exercising such right of access, ECSC shall use commercially reasonable efforts to avoid any unnecessary interference with Stadium Events, subject in all cases to ECSC's rights and obligations under Applicable Law).

(b) Notwithstanding the terms of Section 25.1(a), ECSC shall have the right of access, for itself, its agents, employees, and contractors, to the Stadium Complex in connection with an Emergency, so long as ECSC uses reasonable efforts to (i) notify StadCo by telephone of any such Emergency prior to entering the Stadium Complex or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, but in no event later than one (1) day after ECSC enters the Stadium Complex, (ii) minimize interference with StadCo's use and operation of the Stadium Complex then being conducted in the Stadium Complex pursuant to the terms of this Stadium Lease, and (iii) limits its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment.

(c) For the avoidance of doubt, no notice shall be required for ECSC to enter and utilize the Erie County Hospitality Center in accordance with Section 2.3.

25.2 The County's Right of Entry. StadCo and ECSC recognize that the County has a substantial interest in the manner in which the Stadium Complex is operated and maintained and has a responsibility to the public to ensure that the Stadium Complex is operated and maintained in a manner consistent with public facilities. In furtherance of the foregoing, the County and its employees, agents and representatives shall have the right at all times to enter into and upon any and all parts of the Stadium Complex for the purpose of inspecting the same and performing its obligations under the Stadium Agreements (provided that in exercising such right of access, the County shall use commercially reasonable efforts to avoid any unnecessary interference with Stadium Events, subject in all cases to the County's rights and obligations under Applicable Law). The County shall be a third party beneficiary of this Section 25.2

## ARTICLE 26

### MISCELLANEOUS

26.1 Exculpatory Provisions. All covenants, stipulations, promises, agreements and obligations of the Parties contained herein shall be deemed to be covenants, stipulations, provisions, agreements and obligations of the Party making such covenant, stipulation, promise, agreement or obligation and not of any member, director, officer, employee or agent of such Party in his or her individual capacity, and no recourse shall be had for any claim hereunder against any such member, director, officer, employee or agent.

26.2 No Construction Against Drafting Party. The County, ECSC and StadCo acknowledge that each of them and their counsel have had an opportunity to review this Stadium Lease, have mutually contributed to the drafting of this Stadium Lease, and that this Stadium Lease will not be construed against any of the parties as the drafting party.

26.3 No Waiver. No failure of any Party to this Stadium Lease to require, and no delay by any Party to this Stadium Lease in requiring, any other Party to comply with any provision of this Stadium Lease shall constitute a waiver of the right to require such compliance. No failure of any Party to this Stadium Lease to exercise, and no delay by any Party to this Stadium Lease in exercising, any right or remedy under this Stadium Lease shall constitute a waiver of such right or remedy. No waiver by any Party to this Stadium Lease of any right or remedy under this Stadium

Lease shall be effective unless made in writing. Any waiver by any Party to this Stadium Lease of any right or remedy under this Stadium Lease shall be limited to the specific instance and shall not constitute a waiver of such right or remedy in the future.

26.4 Notices. Unless otherwise provided in this Stadium Lease, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the other shall be in writing, addressed to the Parties at their respective addresses set forth in Article 1 hereof and (i) delivered personally; (ii) mailed by certified mail, postage prepaid; (iii) sent by recognized overnight courier; or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received), addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to any other Party any other address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only.

26.5 Severability. If any provision of this Stadium Lease proves to be illegal, invalid, or unenforceable, the remainder of this Stadium Lease will not be affected by such finding, and in lieu of each provision of this Stadium Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Stadium Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

26.6 Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party to this Stadium Lease, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Stadium Lease, impair or otherwise affect any obligation of any Party pursuant to this Stadium Lease or otherwise operate as a waiver of any such right or remedy. No modification of this Stadium Lease or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties to this Stadium Lease.

26.7 Entire Agreement. The Stadium Agreements, including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement between the Parties concerning the Stadium Complex, and there are no promises, agreements, conditions, understandings, inducements, representations or warranties, oral or written, express or implied, between them other than as expressly set forth in the Stadium Agreements or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the County, ECSC, ESD, StadCo and/or the NFL. This Stadium Lease and the other Stadium Agreements supersede and replace in its entirety the MOU.

26.8 Captions. The captions of the various articles and sections of this Stadium Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

26.9 Brokers. ECSC and StadCo respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Stadium Complex. Each of them will indemnify and defend the other against and hold the other harmless from any

claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Stadium Complex.

26.10 Governing Law; Venue. Subject to the terms and conditions of Article 20, each Party hereby consents to the jurisdiction of the courts of the State of New York sitting in Erie County and/or the United States District Court for the Western District of New York in any Proceeding arising under or relating to this Stadium Lease (with Buffalo, New York, as the venue for any 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. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Stadium Lease 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 Stadium Lease kept in a Party's course of business may be admitted into evidence as an original.

26.11 Binding Effect. The covenants, conditions, and agreements contained in this Stadium Lease will bind and inure to the benefit of the Parties and their respective distributees, successors and permitted assigns.

26.12 Recording. Upon Substantial Completion, a memorandum of this Stadium Lease shall be recorded in the real property records of Erie County, New York. Upon Final Completion, the Parties shall amend such memorandum to reflect the lease by StadCo of the Existing Stadium Facility.

26.13 Counterparts. This Stadium Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Stadium Lease by pdf signature and the other Parties shall be entitled to rely on such pdf signature as evidence that this Stadium Lease has been duly executed by such Party. Any Party executing this Stadium Lease by pdf signature shall immediately forward to the other Parties an original signature page by overnight mail.

26.14 Force Majeure. If any Party is delayed, prevented or hindered from the performance of any covenant or condition of this Stadium Lease because of Force Majeure, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay.

26.15 No Merger. The terms and provisions of this Stadium Lease (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this Stadium Lease unless such document shall specifically so state and shall be signed by the County, ECSC and StadCo.

26.16 Only Lessor-Lessee Relationship. Nothing contained in this Stadium Lease shall be deemed or construed by the Parties or by any third Person to create the relationship of principal and agent, partnership, joint venture or any association between ECSC and StadCo, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the Parties shall be deemed to create any relationship between ECSC and StadCo other than the relationship of lessor and lessee. It is agreed that all Persons provided by StadCo to perform the obligations of StadCo contemplated hereby are not employees or agents of ECSC. StadCo acknowledges that StadCo's employees and agents shall not, by reason of this Stadium Lease or by reason of the performance of any services in connection with the satisfaction of StadCo's obligations hereunder, be considered employees of, or entitled to any employee benefits of, ECSC or the County.

26.17 Applicable Standard. Any approval, consent, decision or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly.

26.18 Additional Assurances. From time to time after the date of this Stadium Lease, without further consideration and subject to the other terms of this Stadium Lease, the Parties shall promptly execute and deliver such other instruments and take such other action as any other Party reasonably may request to consummate the transactions contemplated hereby.

26.19 Authority. StadCo and ECSC (and the County and Bills by execution of the jointers attached hereto) each represent and warrant that (i) it has full power and authority to enter into this Stadium Lease and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Stadium Lease constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

26.20 Rule Against Perpetuities Savings Clause. This Stadium Lease shall automatically terminate if the Commencement Date shall not occur during the period ending twenty-one (21) years after the date of death of the last survivor of the descendants of his late Majesty King George V of England, alive on the date of the execution and delivery of this Stadium Lease.

26.21 OSC Approval. This Stadium Lease is subject to review and approval by OSC pursuant to Public Authorities Law section 2879-a and the regulations issued thereunder and shall not be valid or enforceable, nor shall the ECSC have any liability of any kind arising from or in connection with this Stadium Lease, until the earlier of: (a) receipt of approval by OSC; and (b) if no such approval or disapproval is received by OSC within ninety (90) days of submission of this Stadium Lease to OSC pursuant to the requirements of Public Authorities Law section 2879-a and the implementing regulations, the date that is ninety (90) days after such submission.

26.22 Stadium Affirmative Action Plan; CBA. StadCo shall comply with the Stadium Affirmative Action Plan and the CBA.

26.23 Limited Liability of ECSC. Notwithstanding anything contained herein to the contrary, the liability and obligation of ECSC to perform and make good the obligations contained herein shall

not be enforced by any Proceeding wherein damages or any money judgment shall be sought against ECSC, ESD or the State; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of any Party to commence a Proceeding against ECSC seeking (subject to Section 15.2(d)):

- (a) Recovery for Losses arising out of the negligence or willful misconduct of ECSC;
- (b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of ECSC or ESD;
- (c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the Stadium Complex at the behest, request or invitation of ECSC (including any guest or invitee in conjunction with an ECSC-sponsored Civic Event, but excluding StadCo or its employees, contractors, agents, licensees, guests or invitees);
- (d) Recovery of any Insurance Proceeds, to the extent that StadCo has a right to receive such Insurance Proceeds; and/or
- (e) Payment by ECSC of Capital Improvement Fund payments or Maintenance and Repair Fund payments in accordance with Article 8 of the Stadium Lease.

26.24 Limited Liability of the County. Notwithstanding anything contained herein to the contrary, the liability and obligation of the County to perform and make good the obligations contained herein shall not be enforced by any Proceeding wherein damages or any money judgment shall be sought against the County; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of any Party to commence a Proceeding against the County seeking (subject to Section 15.2(d)):

- (a) Recovery for Losses arising out of the negligence or willful misconduct of the County;
- (b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of the County;
- (c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the Stadium Complex at the behest, request or invitation of ECSC (including any guest or invitee in conjunction with a County-sponsored Civic Event, but excluding StadCo or its employees, contractors, agents, licensees, guests or invitees); and/or
- (d) Payment by the County of Capital Improvement Fund payments or Maintenance and Repair Fund payments in accordance with Article 8 of the Stadium Lease.

26.25 Ownership of Land and Improvements. StadCo acknowledges that the Land and the Improvements are the property of ECSC and StadCo has only the right to possession and use thereof as a lessee, subject to the terms, provisions and conditions of this Stadium Lease.

26.26 Assignment by ECSC. ECSC may assign this Stadium Lease upon two (2) business days' prior notice to StadCo, to an Affiliate or to another public benefit corporation of the State, provided

that such assignee assumes full responsibility for the performance of all of the obligations of ECSC under this Stadium Lease.

*[Remainder of page intentionally left blank]*



**IN WITNESS WHEREOF**, ECSC and StadCo have executed this Lease as of the day and year first above written.

**LESSOR:**

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_

Name: Steven Ranalli

Title: President

**LESSEE:**

**BILLS STADIUM AND EVENTS COMPANY,  
LLC**

By: \_\_\_\_\_

Name: Terrence M. Pegula

Title: Authorized Signatory

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

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 Terrence M. Pegula, 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

JOINDER OF THE COUNTY

The County hereby executes this joinder (this “**Joinder**”) to the Stadium Lease for the purpose of: acknowledging to ECSC and StadCo, and agreeing to perform and/or comply with its obligations arising under the Stadium Lease, as the case may be; including, without limitation, obligations arising under Sections 2.2, 2.4, 4.2(b), 4.2(d), 4.4, 4.5(c), 5.2(a), 6.5, 7.2, 7.3, 7.4, 7.5(c), 8.2, 8.3, 9.1, 10.2, 10.4, 10.5, 11.1, 14.3, 14.4, 15.3, 15.7(b), 20.1, 21.2, 23.2, 23.4, 26.2, 26.4, 26.10, and 26.18 thereof.

The County represents and warrants to ECSC and StadCo that: (a) it has full power and authority to enter into this Joinder to Stadium Lease and to perform and carry out all obligations, covenants and provisions hereof; and (b) this Joinder to Stadium Lease constitutes the legal, valid and binding obligation of the County in accordance with the terms hereof, and has been duly authorized by all necessary legislative, executive, committee and/or agency action, as the case may be, of the County.

The County further represents and warrants to ECSC and StadCo that no further legislative action or approval on the part of the County is or shall be required in order to enable the County to perform and carry out all obligations, covenants and provisions of this Joinder to Stadium Lease.

**THE COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark C. Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth  
County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera  
Deputy County Executive

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

JOINDER OF THE BILLS

The Bills hereby executes this joinder (this “**Joinder**”) to the Stadium Lease for the purpose of: acknowledging to ECSC and the County, and agreeing to perform and/or comply with its obligations arising under the Stadium Lease, as the case may be; including, without limitation, obligations arising under Article 6 thereof.

The Bills represents and warrants to ECSC and the County that: (a) it has full power and authority to enter into this Joinder to Stadium Lease and to perform and carry out all obligations, covenants and provisions hereof; and (b) this Joinder to Stadium Lease constitutes the legal, valid and binding obligation of the Bills in accordance with the terms hereof, and has been duly authorized by all necessary legislative, executive, committee and/or agency action, as the case may be, of the Bills.

**THE BILLS**

**BUFFALO BILLS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Terrence M. Pegula  
Title: Authorized Signatory

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 Terrence M. Pegula, 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-1**

### **DESCRIPTION OF THE EXISTING STADIUM 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.

And including 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. Pirdy 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 said parcel containing 58.65 acres more or less.

And further reserving to the Grantor/Leasor an easement for the existing 12" water main South of Community College Drive, which may be relocated with the mutual consent of the parties.

And further reserving all rights to the use of the following described parcel currently leased to the Erie Community College Foundation:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Orchard Park, County of Erie and State of New York, being part of Lot 39, Township 9 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the point of intersection of the westerly line of Abbott Road with the northerly line of lands conveyed to the County of Erie, as recorded in the Erie County Clerk's Office in Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-E, along north line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 287.00 feet to the POINT OF BEGINNING, being the northwest corner of said lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following three (3) courses and distances;

- 1) N-78°-35'-14"-W, along the westerly extension of the northerly line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 13.00 feet to a point;
- 2) S-11°-57'-46"-W, parallel with the west line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 45.00 feet to a point;
- 3) S-78°-35'-14"-E, parallel with the said north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 84.00 feet to the west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: S-11°-57'-46"-W, along said west line of lands conveyed by Liber 8070 of Deeds at page 377 and the southerly extension thereof, a distance of 120.00 feet to a point;

THENCE: S-78°-35'-14"-E, parallel with the south line of lands conveyed by Liber 8070 of Deeds at page 377, distant 25.00 feet southerly therefrom measured at right angles, a distance of 196.00 feet to the west line of lands acquired by Erie County Department of Public Works as shown on Map SK217-90, Parcel 1;

THENCE: N-11°-57'-46"-E, along the west line of said Parcel 1 lands, a distance of 25.00 feet to the south line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the south line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 147.00 feet, to a west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-11°-57'-46"-E, along a west line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 140.00 feet to a point on the north line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 120.00 feet to the POINT OF BEGINNING, containing 15,540 square feet more or less.

Subject to a 70' wide wind turbine fall zone.

**EXHIBIT A-2**

**DESCRIPTION OF THE NEW STADIUM LAND**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Orchard Park, County of Erie and State of New York being part of Lots 39 and 40 and more, Township 9, Range 7 of the Holland Land Company's Survey (so called), bounded and described as follows:

COMMENCING at the intersection of the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8314 of Deeds at page 329 and the south line of Southwestern Boulevard as acquired by the People of the State of New York, Map No. 300, Parcel No. 340;

THENCE: S-00°-15'05"-W, along the west line of said lands conveyed by Liber 8314 of Deeds at page 329 and the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7749 of Deeds at page 483, a distance of 659.13 feet to the POINT OF BEGINNING;

THENCE: S-00°-15'-05"-W, continuing along the west line of lands conveyed by Liber 7749 of Deeds at page 483 and its southerly extension through lands formerly Big Tree Road, and lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585 in Lot 39, a distance of 1534.27 feet to a point on the extension west of lands now or formerly conveyed to Frank Nucherno by deed recorded in the Erie County Clerk's Office in Liber 8815 of Deeds at page 624;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following two (2) courses and distances;

- 1) N-78°35'-14"-W, and along the extension west of lands conveyed in Liber 8815 of Deeds at page 624, a distance of 219.84 feet to a point;
- 2) S-11°-57'-46"-W, and parallel with the centerline of Abbott Road, a distance of 868.06 feet to a point on the south line of Liber 7551 of Deeds at page 607 in the centerline of a ditch;

THENCE: Along the said center of ditch more or less, and the south line of Liber 7551 of Deeds at page 607, the following nine (9) courses and distances;

- 1) N-81°-32'-23"-W, a distance of 20.23 feet to a point;
- 2) N-11°-04'-16"-E, a distance of 1.14 feet to a point;
- 3) N-80°-14'-07"-W, a distance of 50.00 feet to a point;
- 4) N-80°-14'-06"-W, a distance of 100.03 feet to a point;
- 5) N-82°-16'-16"-W, a distance of 50.09 feet to a point;
- 6) S-88°-42'-10"-W, a distance of 71.66 feet to a point;
- 7) S-88°-41'-52"-W, a distance of 81.90 feet to a point;
- 8) S-86°-30'-58"-W, a distance of 132.94 feet to a point;
- 9) S-55°-39'-06"-W, a distance of 44.80 feet to the west line of Lot 39, being the west line of the Town of Orchard Park, and the east line of Lot 47 in the Town of Hamburg;

THENCE: N-01°-54'-27"-E, along the said west line of Lot 39, a distance of 951.93 to a point;

THENCE: N-18°-59'-16"-E, through Lot 39, lands formerly Big Tree Road, and through Lot 40, a distance of 190.43 feet to a point;

THENCE: N-18°-38'-54"-W, through Lot 40, a distance of 159.92 feet to the west line of Lot 40, being the west line of the Town of Orchard Park, and the east line of Lot 48 in the Town of Hamburg;

THENCE: N-01°-50'-30"-E, along the west line of Lot 40, a distance of 960.04 feet to the northwest corner of lands conveyed to J.R. Schenk by deed recorded in the Erie County Clerk's Office in Liber 7036 of Deeds at page 79;

THENCE: N-83°-34'-07"-E, along the north line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585, a distance of 874.78 feet to the POINT OF BEGINNING containing 40.97 acres be the same more or less.

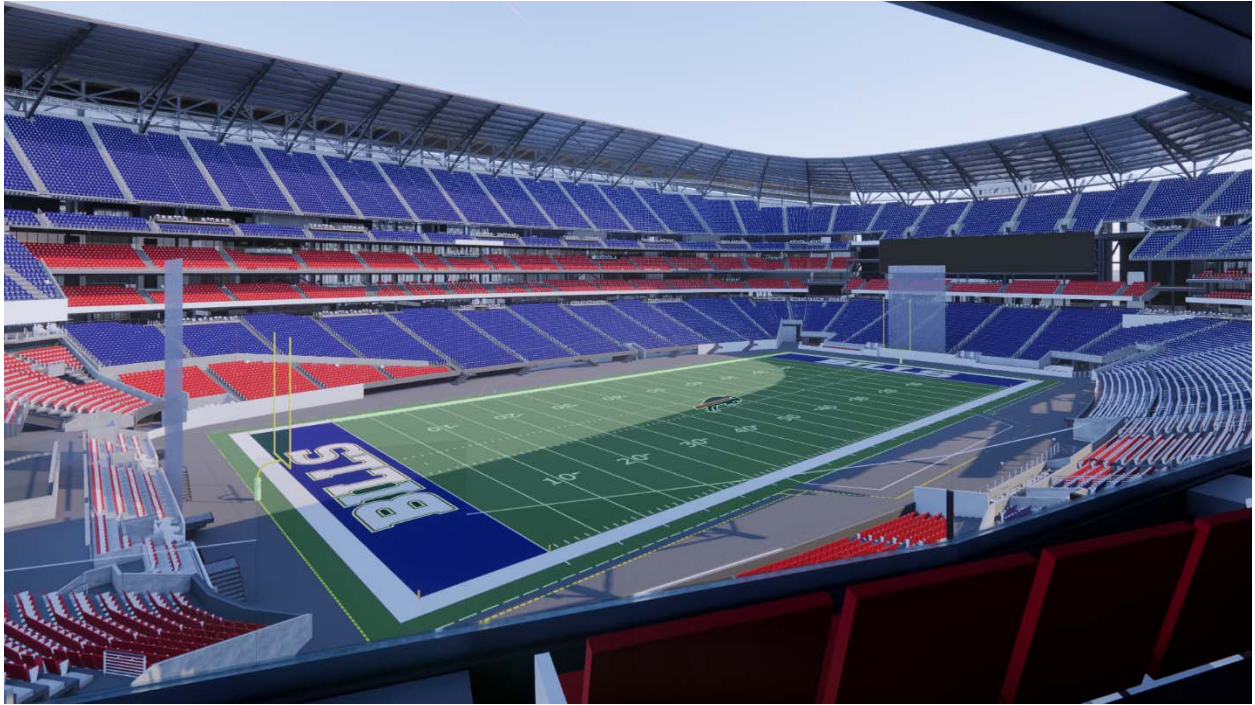
Subject to a 180' wide radio tower fall zone.



**EXHIBIT B**  
**ERIE COUNTY HOSPITALITY CENTER**

See attached.





**EXHIBIT C**

**CONCESSIONAIRE INSURANCE REQUIREMENTS**

Concessionaire's Insurance

Required Coverages

**1. Commercial General Liability**

Bodily Injury & Property Damage Limit	\$1,000,000 per occurrence
Products/Completed Operations Limit	\$1,000,000 aggregate
Personal Injury and Advertising	\$1,000,000 each person/organization
General Aggregate Limit	\$2,000,000 each location

Exclusions for the following coverages are not permissible:

Products/Complete Operations  
Contractual Liability

**2. Automobile Liability**

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000 each accident
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**3. Liquor Liability** (where the sale or dispensing of alcoholic beverages is contemplated)

\$1,000,000 each occurrence
\$1,000,000 aggregate

**4. Excess "Umbrella" Liability**

Combined Single Limit for Bodily Injury and Property Damage	\$25,000,000 each occurrence and aggregate
--	---

(Coverage to be excess of required coverages (a) 1, 2 and 3 and the Certificate of Insurance required per item (e) below must clearly so reflect)

**5. Workers' Compensation & Employers' Liability**

Statutory coverage complying with the New York Workers' Compensation Law

- (a) All insurance carriers providing the above coverages for the concessionaire must be licensed to do so in New York State. All such carriers must also be rated no lower than "A"

by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County.

- (b) The County, ECSC and ESD must be named as additional insureds, on a direct primary basis, under all the policies listed in (a) 1, (a) 3 and (a) 4 above for liability arising out of responsibilities of the concessionaire under its agreement with StadCo.
- (c) The insurance required hereunder shall be primary insurance and the insurer shall be liable for the full amount of any loss up to the total limit of liability required without the right of contribution of any other insurance coverage held by any other entity named as an additional insured in item (c) above.
- (d) Certificates of insurance must be provided to and approved by the County prior to commencing work under the concessionaire's contract. If any policy expires or is cancelled during the term of this Stadium Lease, the concessionaire shall immediately furnish an original certificate of insurance evidencing proper renewal or replacement of the policy. The certificate of insurance must provide evidence of the additional insured status for all required parties.
- (e) At least 60 days advance written notice of the cancellation, non-renewal or material change of any of the required coverages will be provided to the County and the respective policies will be so endorsed and the required certificates of insurance shall evidence this as well.
- (f) It is expressly understood and agreed by the concessionaire that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements, the concessionaire shall be subject to additional requirements as may be reasonably imposed by the County to avoid any potential lapse in protection which is inherent in the use of claims-made coverage.
- (g) It is understood that the concessionaire maintain and evidence total Commercial General Liability, Automobile Liability and Liquor Liability limits of \$26,000,000. This may be accomplished as outlined in (a) above or in any other combination of primary and excess layers so long as all other requirements are fulfilled.
- (h) Notwithstanding the foregoing, with respect to a StadCo's Event, the insurance requirements specified in this Exhibit C may be modified in StadCo's reasonable discretion, including a reduction in the amount of insurance required to be provided by the participating concessionaire for such event; provided, however, that in no event shall the amount of such insurance be less than \$15,000,000.

**EXHIBIT D**  
**INTENTIONALLY OMITTED**

**EXHIBIT E**

**COUNTY LAW NO. 2-1994**

See attached.

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  
~~City~~ of ERIE  
~~Town~~  
~~Village~~

Local Law No. 2 of the year 1994

A local law in relation to the advertisement of tobacco products in county facilities.  
(Insert Title)

Be it enacted by the LEGISLATURE of the  
(Name of Legislative Body)

County  
~~City~~ of ERIE  
~~Town~~  
~~Village~~ as follows:

SECTION 1. LEGISLATIVE FINDINGS.

a. The United States Surgeon General has determined that smoking tobacco causes lung cancer and has found cigarette smoking to be as addictive as cocaine and heroin. The National Institute on Drug Abuse and the United States Public Health Service have concluded that the nicotine in tobacco is a powerful, habit-forming drug and described nicotine addiction as the most widespread example of drug dependence in our country. In addition, the American Medical Association has concluded cigarette smoking is the chief avoidable cause of death in our society.

b. The Journal of Health Politics, Policy and Law reports the tobacco industry spends more than \$2 billion annually to advertise its products, equalling more than \$35 for each of the nation's 56 million smokers.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

c. Studies published in the Journal of the American Medical Association and the Health Education Journal establish a link between advertising and children's recognition and acceptance of tobacco products. It was found that children's favorable attitudes toward advertising and smoking precede actual tobacco use and correlate with the child's intention to smoke.

d. Tobacco advertising at publicly owned sports facilities where sporting events are broadcast on television is routinely visible during those telecasts and circumvents federal law prohibiting tobacco product advertising on television.

## SECTION 2. DECLARATION OF PURPOSE.

It is the purpose of this law to promote the public health by prohibiting tobacco advertising in county facilities in order to sever the link between advertising and children's recognition and acceptance of tobacco products.



SECTION 3. DEFINITIONS.

a. "Advertise" shall mean to display any poster, sign, or other written or visual material which is intended to communicate commercial information or images to the public.

b. "County facility" shall mean any structure, premises, facility, fixture, or improved or unimproved real property, owned by or leased to Erie County.

c. "Tobacco product" shall mean any product containing tobacco, the prepared leaves of plants of the Nicotiniana family, including but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco, or any other preparation of tobacco.

SECTION 4. ADVERTISING.

Tobacco product advertising prohibited in county facilities. Every lease, contract, or amendment, or renewal or extension thereof, relating to use of county facilities or to advertising in county facilities shall specifically prohibit any advertising of any tobacco product in a county facility.

SECTION 5.           APPLICABILITY.

This local law applies to advertising in all county facilities, except this local law shall not apply to tobacco product advertising permitted under leases of county facilities entered into before the effective date of this local law.

SECTION 6.           SEVERABILITY.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

SECTION 7.           EFFECTIVE DATE.

This law shall take effect immediately.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

~~1. (Final adoption by local legislative body only.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ (Name of Legislative Body) on \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.~~

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 19 94 of the (County)(~~City~~)(~~Town~~)(~~Village~~) of Erie was duly passed by the Erie County Legislature on March 24, 19 94, and was (approved)(~~not disapproved~~)(~~repassed after disapproval~~) by the ERIE COUNTY EXECUTIVE (Elective Chief Executive Officer\*) and was deemed duly adopted on April 21, 1994, in accordance with the applicable provisions of law.

~~3. (Final adoption by referendum.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ (Name of Legislative Body) on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not disapproved)(repassed after disapproval) by the \_\_\_\_\_ (Elective Chief Executive Officer\*) on \_\_\_\_\_ 19\_\_\_\_. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.~~

~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ (Name of Legislative Body) on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not disapproved)(repassed after disapproval) by the \_\_\_\_\_ (Elective Chief Executive Officer\*) on \_\_\_\_\_ 19\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.~~

\*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairman of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 19\_\_\_\_, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the County of \_\_\_\_\_, State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 19\_\_\_\_ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2, above.

*[Handwritten Signature]*

Clerk of the County legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: 5-2-94

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK  
COUNTY OF ERIE

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

*[Handwritten Signature]*

Signature

ERIE COUNTY ATTORNEY

Title

County \_\_\_\_\_  
City \_\_\_\_\_ of ERIE  
Town \_\_\_\_\_  
Village \_\_\_\_\_

Date: 5/3/94

**EXHIBIT F**  
**AFFIRMATIVE ACTION PLAN**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO  
STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

**I. GENERAL PROVISIONS**

- A. Empire State Development and its subsidiaries including the Erie County Stadium Corporation (“ESD” or the “Corporation”) are required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. StadCo, the contractor to the subject Stadium Lease (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provisions of the Contract and at no additional cost to ESD, to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to ESD pursuant to the Contract and applicable law.

**II. CONTRACT GOALS**

- A. For purposes of this agreement, annually, ESD in consultation with StadCo and the County will establish an overall goal for MWBE participation, including for New York State certified Minority-owned Business Enterprises (“MBE”) participation and New York State certified Women-owned Business Enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) for expenditures made by StadCo from the Capital Improvement Fund and the Maintenance and Repair Account (the “Funded Contracts”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Funded Contracts. Such documentation shall include, but not necessarily be limited to:
  - 1. Evidence of outreach to MWBEs;
  - 2. Any responses by MWBEs to the Contractor’s outreach;
  - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by ESD with MWBEs; and,
  - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

**III. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  - 1. Ensure that each contractor and subcontractor performing work on the Funded Contracts shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to ESD within seventy two (72) hours after the date of the notice by StadCo to award the Funded Contract to a contractor.
  - 3. If the contractor, or subcontractors, to the Funded Contract does not have an existing EEO policy statement, ESD may provide the contractor or subcontractor a model statement (see Form – OCS-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and

women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Funded Contract.

C. Form OCSD-2 – Preliminary Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a preliminary staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Funded Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the preliminary staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract. In the event the contractor or subcontractor's work is not to be started near the time of contract award, the preliminary staffing plan shall be submitted prior to the commencement of the work.

D. Form OCSD-3 – Workforce Utilization Report

- 1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its contractors to a Funded Contract to submit a Workforce Utilization Report, in excel format only on a monthly basis for construction contracts over \$100,000, or a quarterly basis for commodities and services contracts over \$25,000, during the term of the contract to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov), by the 10<sup>th</sup> day following each end of month or quarter as applicable.
- 2. Separate forms shall be completed by Contractor and any Subcontractor.
- 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis. Contact OCSD for additional information.

- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- F. The Contractor agrees that Contractor shall use good faith efforts to ensure any MWBE contractors and/or subcontractors retained for the Project shall come from the Western New York Region.

#### **IV. MWBE UTILIZATION PLAN**

- A. The Contractor will submit an MWBE Utilization Plan, for any Funded Contract by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method (Form OCSD-4) to ESD, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Funded Contract(s).
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. WAIVERS**

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method (Form OCSD-5) provided by ESD. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, ESD shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If ESD, upon review of the MWBE Utilization Plan, updated Quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. QUARTERLY MWBE CONTRACTOR COMPLIANCE REPORT**



The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method (Form OCSD-6), to ESD by the 10<sup>th</sup> day following each end of month over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**VII. LIQUIDATED DAMAGES - MWBE PARTICIPATION**

- A. Where ESD determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to ESD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by ESD, the Contractor shall pay such liquidated damages to ESD within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

## **AFFIRMATIVE ACTION PLAN (CONTINUED)**

### **PARTICIPATION BY SERVICE-DISABLED VETERAN-OWNED BUSINESSES WITH RESPECT TO STATE CONTRACTS**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Corporation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Corporation’s contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

#### **I. Contract Goals**

- A. The Corporation in consultation with StadCo and the County shall annually establish an overall goal for Funded Contracts for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed to the Stephen Gawlik, ESD Senior Counsel. Additionally, following Contract execution, the Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Agreement.
- B. The Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause IV below).

#### **II. SDVOB Utilization Plan**

- A. In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100.
- B. The Utilization Plan shall list the SDVOBs that the Contractor intends to use to perform, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Agreement award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to the Corporation.

- C. The Corporation will review the submitted SDVOB Utilization Plan and advise the Contractor of the Corporation's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Corporation a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Corporation to be inadequate, the Corporation shall notify the Contractor and direct the Contractor to submit, within five business days of notification by the Corporation, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Corporation may withhold payment for any Funded Contract as being non-responsive under the following circumstances:
  - (a) If a Contractor fails to submit an SDVOB Utilization Plan;
  - (b) If a Contractor fails to submit a written remedy to a notice of deficiency;
  - (c) If a Contractor fails to submit a request for waiver; or
  - (d) If the Corporation determines that the Contractor has failed to document good faith efforts.
- F. If awarded a Contract, the Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.
- G. The Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **III. Request For Waiver**

- A. Prior to submission of a request for a partial or total waiver, the Contractor shall speak to the Designated Contacts at the Corporation for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Corporation at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Agreement to the Corporation, but must be made no later than prior to the submission of a request for final payment on the Agreement.

- D. If the Corporation, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to the Corporation.

**IV. Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Corporation with certified SDVOBs whom the Corporation determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (4) Information describing the specific steps undertaken to reasonably structure the Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

**V. Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), the Contractor is required to report Monthly SDVOB Contractor Compliance to the Corporation during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Agreement SDVOB goals. This information must be submitted using form SDVOB 101 available on the Corporation's website and should be completed by the Contractor and submitted to the Corporation, by the 10th day of each month during the term of the Agreement, for the preceding month's activity to: [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

**VI. Breach Of Contract And Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Agreement, shall be found to have breached the Agreement and Contractor shall pay damages as set forth therein.

**ALL FORMS ARE AVAILABLE AT:** <http://ogs.ny.gov/Core/SDVOBA.asp>

## EXHIBIT G

### ERIE COUNTY HOSPITALITY CENTER TERMS AND CONDITIONS OF USE

**Definitions:** All terms not otherwise defined herein shall have the same meaning as set forth in the Stadium Lease.

During the Term: (i) StadCo will grant the County a license to use the Erie County Hospitality Center (the “Center”) for all Games and for other permitted purposes specified below; and (ii) StadCo will provide the County with the Tickets (defined below), all on the terms and conditions set forth below:

#### **I. Terms of Use; Scope and Purpose**

1.1 Except upon the occurrence of a Termination Event (as defined in Article 5 below), the County shall have exclusive use of the Center for Games during the Term.

1.2 The County’s use and access to the Center shall be for the Games, Civic Events, and StadCo’s Events. In the event that an StadCo’s Event is scheduled at the Stadium, StadCo shall provide to the County Tickets as are necessary to access the Stadium and view such StadCo’s Event from the Center, at no cost to the County. The County may access the Center at any other time upon three (3) Business Days’ advance written notice, which notice shall include a statement of the duration of such access, subject, however, to StadCo’s option to provide alternate space during certain periods as more particularly described in the Stadium Lease. StadCo make no representations or warranties that StadCo’s Events will in fact be held at the Stadium or that any StadCo’s Event will be viewable from the Center.

#### **II. Access and Use of the Center**

2.1 For Games and StadCo’s Events, StadCo shall provide sixteen (16) tickets to the County (the “Tickets”) at no cost to the County, so as to permit unfettered access to the Center for the purpose of viewing such Games and/or StadCo’s Events. Tickets will be provided the County in accordance with this Section 2.1 in any instance in which a Game or StadCo’s Event requires a Ticket so as to access the Stadium and thus the Center. The Tickets are valid only for admission to the Center to view the Games and not for admission to any other Luxury Suite, seating area, or other area of the Stadium restricted to the public. All holders of the Tickets are subject to its terms and conditions printed on such Tickets.

2.2 StadCo shall provide one (1) parking pass for every four (4) Tickets, at no cost to the County, which shall provide the holder of the same free access to Parking Areas on the day of the Game or StadCo’s Event for which the Tickets were provided.

2.3 The number of people present in the Center at any one time cannot exceed sixteen (16) persons.

2.4 The County shall promptly pay for all food, beverage and related services consumed and used in the Center, all on the pricing terms and conditions of such supplier of such food, beverage or related service in effect at such time, provided that such pricing terms shall be non-

discriminatory. In addition, the County shall be responsible for any sales, use, or excise tax related to the consumption or use of food, beverage, or related service in the Center. If required by StadCo, the County agrees to make such payment directly by credit card or otherwise to StadCo's authorized concessionaire.

2.5 The County may not bring alcoholic or intoxicating beverages, illegal drugs or controlled substances into the Center. The Center shall not be used for any illegal, improper, immoral or objectionable purpose, or in any way that obstructs or interferes with the other Stadium Patrons.

2.6 The County and its invitees shall maintain proper decorum while using the Center, and the County agrees to abide by: (i) all terms and conditions of this Exhibit G, (ii) applicable Buffalo StadCo's rules and policies in effect from time to time, (iii) Applicable Law, and (iv) reasonable requests made by StadCo's stadium personnel, as may be promulgated from time to time. The County shall be fully responsible for the acts and omissions of its invitees.

2.7 No advertising or displays of any kind may be placed or solicitation conducted in or around the Center without the prior permission of StadCo, which may be withheld in StadCo's reasonable discretion; provided, however, that the County shall be permitted to utilize Team logos, trademarks and the like in accordance with Section 2.6 of the Stadium Lease.

2.8 The County shall not offer the Tickets for resale without StadCo's prior written permission.

2.9 StadCo retains the right to control access to the Center. StadCo reserves the right to deny access to the Center for any person without a valid Ticket.

2.10 StadCo shall have the right to control or prohibit the use or emission of lighting and sound from any source within the Center.

2.11 Upon the expiration of the Term or a Termination Event, the County shall surrender possession of the Center to StadCo in the condition in which the Center was originally delivered to the County, normal wear and tear, and damage caused by Casualty or Force Majeure excepted.

### **III. Accommodations; Maintenance of Center during Term**

3.1 (a) At the time of the delivery of possession of the Center to the County, the Center shall be furnished and equipped with the following fixtures, furnishings and equipment and shall contain the following items:

- (i) Wet Bar
- (ii) Countertops
- (iii) Refrigerator
- (iv) Color Television
- (v) Carpeting

(vi) Not less than twelve (12) seats, not less than eight (8) of which shall be fixed, cushioned theatre-style seating, facing the bowl, and the remaining of which may be high top stools.

(b) Notwithstanding anything to the contrary in paragraph 3.1(a), above, in no event shall the Center have worse fixtures, furnishings and equipment than contained in the other suites at the Stadium.

(c) Prior to accepting delivery of possession of the Center, the County shall conduct an initial inspection of the Center. If the County does not object to the condition of the Center at such time, the County shall be deemed to have accepted the condition of the Center in all respects, with the existing carpeting, furniture, equipment, and decor.

3.2 The County shall not make any additions, changes, or alterations of a permanent nature to the interior or exterior of the Center, of the fixtures, furniture, and equipment contained within the Center, without the prior written approval of StadCo, which may not be unreasonably withheld, delayed or conditioned. In the event of an approved addition, change, or alteration to the Center (or the Center's fixtures, furniture, and equipment), the County shall be solely responsible for all costs related to such addition, change, or alternation, and the addition, change, or alternation shall be made free and clear of any Liens, in good and workmanlike manner, and in compliance with all applicable permits authorizations, building or zoning laws, and all other Applicable Laws, ordinances, orders, rules, regulations, and requirements of duly constituted Governmental Authorities. Any fixtures or materials incorporated into the Center shall become the property of StadCo unless the County requests prior to undertaking the installation of such fixture or materials to remove such fixture or materials at the expiration of the Term, and if so removed, shall be at the County's own expense to repair and restore the Center to its original condition at the time it was first delivered by StadCo to the County.

3.3 During the Term, StadCo shall make ordinary and reasonable repairs to the Center and the furniture, fixtures, and equipment listed under Section 3.1 above. At its own expense, StadCo shall clean the Center before and after Games, StadCo's Events and at other times at which the Center is used.

3.4 At its own expense, StadCo shall ensure the Center is equipped with hot and cold running water, electricity, heating and air conditioning during Games, StadCo's Events and at other times at which the Center is used.

#### **IV. Limitation of Liability; Indemnification; Reimbursement**

4.1 StadCo, and its Affiliates, agents, servants, directors and employees (collectively the "Bills Group"), shall not be liable for any loss, damage or injury to the County or its invitees or their property in or upon the Center unless caused by the actual negligence or willful misconduct of any member of the Bills Group.

4.2 The County shall indemnify and hold the Bills Group harmless from any liability for damages, including personal injury and property damage occurring in or upon the Center and occasioned by any act or omission, neglect or wrongdoing of the County, its representatives or invitees. The County further agrees to indemnify and hold harmless the Bills Group for any liability

arising out of property damage or personal injury occurring in or upon the Center, which is not due to the actual negligence or willful misconduct of a member of the Bills Group. Such indemnification shall include any judgments, settlements, or awards as well as out-of-pocket costs and reasonable attorney fees incurred in connection with any defense.

4.3 The County shall promptly reimburse StadCo for any destruction, loss, damage or repair, other than those referred to in Section 3.3 above, to the Center or any other property owned or operated by StadCo, which is caused by the County or its invitees. StadCo shall provide the County with written notice of any such destruction, loss or damage promptly upon discovery thereof.

## **V. Early Termination**

5.1 The County's right to access and use the Center (and be provided with Tickets to Games and StadCo's Events in connection with such use) may be terminated by StadCo prior to the expiration of the Term, by providing the County with thirty (30) days' prior written notice upon the occurrence of any of the following ("Termination Event"):

(i) The Stadium Lease is terminated in accordance with its terms;

(ii) The County's failure to promptly pay for food, beverages, or related services used in the Center during the Term; provided, however, upon StadCo's written notice to the County of its failure to pay such food, beverage or related services bill, the County may cure such default by paying the outstanding balance within thirty (30) days of its receipt of notice;

(iii) The County's failure to comply with the terms and conditions of the County's access and use of the Center as set forth in this Exhibit G;

(iv) Pursuant to StadCo's right to terminate under Article 6 of these terms and conditions, below.

5.2 Upon the termination of the County's right to access and use the Center herein, StadCo shall have no further obligation of any kind to the County relative to the County's access and use of the Center, and StadCo shall have the right to enter the Center and take possession thereof. Further, the County shall: (i) surrender all Tickets previously provided by StadCo; (ii) surrender all keys to access the Center; (iii) surrender all parking passes and other documentation (if any) related to the County's use of the Center; and (iv) take such other actions as may reasonably be requested by StadCo.

5.3 Upon the termination of the County's right to access and use the Center herein, StadCo may re-license the Center and assign new tickets (if needed) for access to the Center to view the Games.

5.4 The preceding provisions are not exclusive and are in addition to any other right or remedies StadCo may have as a matter of law. No waiver by StadCo of any default or breach by the County shall be construed to be a waiver or release of any other subsequent default or breach and no failure or delay by StadCo in the exercise of any remedy provided for herein shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to StadCo.



## **VI. Untenantability of Center**

6.1 If the Center (i) shall be destroyed or damaged so as to be untenable, (ii) such destruction or damage is not caused by negligence of the County or its invitees, then StadCo shall repair the Center, and the County's license to access and use the Center shall remain in force. If such damage is caused by the County or its invitees, then StadCo may elect to terminate the County's right to use and access the Center regardless of whether such damage is repaired.

6.2 If the license to access and use the Center remains in force, and such damage to the Center was not caused by the County or its invitees, then the County shall have the option of licensing a like number of seats elsewhere in the Stadium (provided such seats are available) for each Game while the Center is untenable.

6.3 If StadCo is not required under Section 6.1 to repair the Center, StadCo shall take possession of the Center and the County's license to access and use the Center shall terminate.

6.4 In addition to any other provision in these terms and conditions, the County shall pay to repair and restore the condition of the Center as a result of damage or destruction caused by the County or its invitees; provided, however, that such obligation shall be offset to the extent any StadCo's Insurance Policy covers the same and such StadCo's Insurance Policy allows, by its terms, for the use of such insurance proceeds by the County.

## **VII. Miscellaneous Provisions**

7.1 The County's license to access and use the Center (and be provided the Tickets to Games and StadCo's Events) may not be assigned by the County nor may the Center be sub-licensed without prior written consent of StadCo, which consent may not be unreasonably withheld, delayed or conditioned; provided, however, that such prospective assignee or sub-licensee is subject to StadCo's ordinary review of character and creditworthiness.

7.2 All of the terms and provisions set forth herein shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns.

7.3 It is understood StadCo may mortgage, pledge, assign or otherwise encumber the Center and/or this license as security for financing, subject to the limitations on Liens contained in the Stadium Lease, and that in such event this license and the rights and interests of the County to use and access the Center hereunder shall be subordinate thereto, provided that any such mortgagee, pledgee, assignee or the holder of any such Lien shall agree to recognize this license and the rights and interests of the County hereunder in the event of foreclosure or enforcement if the County is not then in default hereunder.

7.4 When requested to do so by StadCo, the County shall execute, acknowledge and deliver to StadCo an instrument, commercially reasonable in form and content, in proper form for recording, wherein the County agrees to and does subordinate its license to use and access the Center to the lien of the mortgages or other financing arrangements above mentioned, and to all renewals, modifications or other financing arrangements thereunder, and to any Person claiming by, through, or under such mortgage or other financing arrangements.

7.5 StadCo and each of its employees and agents shall have the continuing right to enter the Center at any and all times for the performance of the duties required to be performed by StadCo hereunder; to investigate any suspected violations of the provisions of these terms and conditions, rules and regulations of StadCo or any Applicable Laws; and to inspect the Center and its condition; provided, however, that StadCo shall make reasonable efforts to avoid such entry during times when the County and its invitees are using the Center.

7.6 In the event that any portion of these terms and conditions shall be invalid under applicable existing laws, then such portions are to be modified in the letter and spirit of the terms and conditions to the extent permitted by Applicable Law so as to be rendered valid.

**EXHIBIT H**

**ACKNOWLEDGEMENT OF COMMENCEMENT DATE**

**THIS ACKNOWLEDGMENT OF COMMENCEMENT DATE** is made as of \_\_\_\_\_, \_\_\_\_\_, by and between the undersigned parties with reference to that certain Stadium Lease (the "**Stadium Lease**") dated as of March 29, 2023, by and between Erie County Stadium Corporation, as "Lessor" therein, and Bills Stadium and Events Company, LLC as "Lessee", for the Stadium Complex, located in the Town of Orchard Park, New York, as more particularly described in the Stadium Lease. All capitalized terms referred to herein shall have the same meaning defined in the Stadium Lease, except where expressly provided to the contrary.

1. Lessor and Lessee hereby confirm that in accordance with the provisions of the Stadium Lease, the Commencement Date of the Term is \_\_\_\_\_, and that, unless sooner terminated, the initial term thereof expires on \_\_\_\_\_.

2. This Acknowledgment of Commencement Date shall inure to the benefit of, and bind, the parties hereto, and their respective heirs, successors and assigns, subject to the restrictions upon assignment and subletting contained in the Stadium Lease.

IN WITNESS WHEREOF, the parties have executed this Acknowledgment of Commencement Date as of the date first above written.

**LESSOR:**

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_  
Name: Steven Ranalli  
Title: President

**LESSEE:**

**BILLS STADIUM AND EVENTS COMPANY,  
LLC**

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

**EXHIBIT I**

**PROJECT PROGRAM STATEMENT**

See Attached.

**EXHIBIT I**  
**PROJECT PROGRAM STATEMENT**

**BUFFALO BILLS STADIUM PROJECT PROGRAM STATEMENT**

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## **EXECUTIVE SUMMARY**

This Project Program Statement establishes the minimum requirements and standards for the New Stadium. The new stadium will serve as the new home stadium for the Buffalo Bills football team, replacing existing Highmark Stadium. The anticipated date for completion of the new stadium is in 2026.

The new stadium will be located in Orchard Park, NY just across Abbott Road, directly west of the existing stadium. It will be an open-air stadium with a seating capacity of a minimum of 60,000 seats and a maximum capacity of 63,000 including SRO, with finishes, amenities, technology, service areas and concourses comparable to recent NFL stadiums (e.g., the stadiums located in Clark County, Nevada, Fulton County, Georgia and Hennepin County, Minnesota), a mixture of general seating, club seating, premium seating and suite offerings as well as standing room only and party decks. The existing stadium will be demolished after completion of the new stadium.

The New Stadium will be at a minimum 1.35M square feet and have eight to nine levels. The ancillary Technology Building area will be in addition to the square footage stated above with total square footage project area not to exceed 1,600,000 GSF. The ancillary Technology Building will consist of areas for the TV broadcasters and production data center for the new stadium. The anticipated total project budget, including demolition of the Current Stadium, infrastructure and parking is estimated to be approximately \$1.4B.

The New Stadium will have an appropriate mix of concessions, both cooking and non-cooking, kitchens, restroom facilities and retail stores. The playing surface will be natural grass. Approximately 64.8% of the spectator seats at the New Stadium will be covered by a canopy. Temperature controlled and heated areas will be distributed throughout the New Stadium, including within the seating bowl and concourses, to serve as warming areas for patrons and improve the fan experience throughout the New Stadium. VIP and general parking will be located on site. Necessary infrastructure is included in the program. Demolition of the Current Stadium is included in the final Project Program Statement. The New Stadium will include a Distributed Antennae System, Wi-Fi and state of the art technology throughout including video boards and a distributed IPTV system.

The building is organized over three primary connected levels, Field Level, Main Concourse, and Upper Concourse. Inserted in between are mezzanines and partial levels; mezzanine concourse on the north, service mezzanine on the south, lower suite level, lower club level, upper suite level, and upper club level. At the top on the west sideline, the press level serves as the highest level in the building. The building sits depressed into the site thirty-five feet below grade to locate the main concourse at grade. The depressed building drives the organization of all entry and circulation in and out of the stadium for all patrons, guest, and employees.

The New Stadium will include home and visiting NFL team locker rooms, auxiliary locker rooms, referee locker rooms and necessary support spaces, such as janitor closets, guest services, box

office/ticketing, security, mechanical and electrical rooms, IT closets, first aid, command center, press/media facilities, laundry, trash, storage, and broadcast facilities. The New Stadium will be designed to accommodate multi-purpose events such as concerts, community events and programs, as well as small scale gatherings, catered events, and ceremonies.

Additional detail supporting the program are noted below. The New Stadium design shall be commensurate with first-class, modern NFL stadiums located in Clark County, Nevada, Fulton County, Georgia and Hennepin County, Minnesota, incorporating technological innovations, environmental sustainability considerations and other best practices in design, construction, and operations in which NFL teams regularly play their games, including the following elements:

**FACILITY PROGRAM SUMMARY**

<b>BUFFALO BILLS NEW STADIUM PROGRAM SUMMARY</b>	
<b>SPACE CLASSIFICATION</b>	<b>Gross Square Foot Area</b>
SUB-TOTAL CLASSIFICATION 1: SPECTATOR FACILITIES	669,053
SUB-TOTAL CLASSIFICATION 2: FOOD SERVICE & RETAIL FACILITIES	83,195
SUB-TOTAL CLASSIFICATION 3: TEAM FACILITIES	75,200
SUB-TOTAL CLASSIFICATION 4: MEDIA FACILITIES	35,100
SUB-TOTAL CLASSIFICATION 5: ADMINISTRATIVE FACILITIES	6,975
SUB-TOTAL CLASSIFICATION 6: SERVICE & OPERATIONS FACILITIES	135,413
SUB-TOTAL CLASSIFICATION 7: CIRCULATION	378,682
SUB-TOTAL CLASSIFICATION 8: BUSINESS/EVENT CENTER	4,188
<b>SUB TOTAL STADIUM SQUARE FOOTAGE</b>	<b>1,387,805</b>
SUB-TOTAL CLASSIFICATION 9: AUXILIARY BUILDING	65,360

<b>TOTAL PROJECT SQUARE FOOTAGE</b>	<b>1,453,165</b>
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**SITE DEVELOPMENT**

Locating the new Stadium on the west side of Abbott Road allows a more central location for fans coming to the game. The stadium is rotated 12 degrees west of north to maximize wind protection in the winter blowing off the lake and sets up a main entry feature at the northeast corner between the stadium and Abbott Road.

The stadium plaza is an extension of the stadium and provides required circulation for spectators before and after events. At the edges of the plaza are a series of security deterrent elements that include stone blocks, bollards, bio-swales and concrete seat walls. As part of this edge is a no pass-through fence. This fence will be 10’ high. In this line of security, the stadium plaza will have (6) screening canopies of various sizes. These canopies will include power and data. These canopies will all include 180-degree swing gates that are lockable and provide queuing lanes for screening capabilities with mags and tables.

All landscape in the plaza will support circulation, flow and view corridors to stadium. The planting will consist of 3-4’ high ornamental planting and 6” cal. shade trees that create a canopy and fall color spectacular. Ornamental trees will be used sparingly but will create a pop of color and variety of form to enhance stadium features.

The service area is located at the south end of the stadium. It allows field access at 2 locations, loading docks for semi-trucks, trash and recycling docks, chillers, transformers, generators, broadcast compound, security screening for staff, player and owner parking/drop-off, and guard shacks for security. This area will be completely heavy duty asphalt. A 10’ high security fence surrounds all these elements with more opaque solid fence panels along Abbott Road.

The auxiliary building will have pedestal cabinets as needed adjacent to parking at the broadcast compound for ENG or other broadcast requirements.

All plant material will be low maintenance shade trees closer to stadium and screening landscape at edges further away from stadium. Included on the west end of the service area is a drop off lane that is for players and team owners.

All the promenades and corridors emanating through the site are important elements that collect fans from parking lots and off site. They also break the parking lots up into spaces that are intuitive and more manageable. They will include pedestrian lighting, signage and landscape.

All the new parking lots consist of asphalt pavement with lighting. Landscape islands between the different lots will be areas for porta potties and trash containers. Large shade trees will be planted in these buffer islands to create separation between different parking lots. Parking lots closer to stadium will be a 60’ wide parking bay that is more typical and can include personal tailgating, but the number of tailgaters in these parking lots will be lower than other lots. The new lots on the peripheral will be 80’ wide parking bays to allow each space to have a 10’ personal tailgate space



behind their parking space. This allows a 24' wide emergency lane down the drive aisle at each parking bay.

## **SPECTATOR FACILITIES**

The modern state-of-the-art New Stadium will be designed to be ADA compliant and meet all NFL league requirements as well as applicable code requirements. Amenities that will facilitate a first-class fan experience at the New Stadium, including, at a minimum, general spectator fixed seating, club and suite seating, loge seating, ADA compliant seating, and sufficient restrooms (including gender neutral restrooms). Special consideration should be given to provide appropriate distribution and dispersion specific to disabled accommodation, inclusive of all seating and support/hospitality environments, for premium and general patron experiences.

### Seating

A total of 60,000 spectator seating spaces, comprised of self-rising armchair seats, wheelchair spaces and suite seats, shall be provided. Minimum sightline clearance shall be 2-1/4" inches above the eye level of the spectator in the preceding row. Minimum tread width in seating areas shall be 34 inches, with club, suite, loge box and ledge seating areas having deeper treads. The height of the first row of seats above the playing field shall vary, depending upon the various sideline and endzone conditions; the maximum number of seats per row shall be 24; and minimum aisle width shall be 48 inches. The seat width shall be 19-20 inches for general spectator seating, and 21-22 inches will be the seat width for club seating.

Handrails shall be provided at all vertical aisles in the stands, portals, and at the front of all seating sections and behind the back row of seats adjacent to concourses.

Wheelchair seating areas for wheelchair patrons and a companion shall be provided and distributed around the facility at all levels. Total capacity to be determined, provisions shall be in compliance with the American with Disabilities Act (A.D.A.)

In Erie County, climate consideration must be given to provide temperature controlled environments as part of the New Stadium vertical and horizontal systems, which heating systems shall serve as warming areas for patrons and improve the fan experience throughout the New Stadium, including within the seating bowl. In addition, where overhangs exist from overhead level floor footprints or other construction, radiant heat will be incorporated into the exposed structure above the concourse areas to help provide improved fan experience in inclement weather and a shelter area for fans.

The New Stadium design will create transition zones from exposed to controlled environments with appropriate slip resistance and other similar finishes to allow for efficient operations and maintenance.

### Public Toilets

Toilet rooms shall be provided for men and women at every concourse level and appropriately distributed. The ratio of spectators to fixtures shall be based on 50% male and 50% female attendance. Fixtures shall be provided based on the current International Plumbing Code. An attendant closet with a service sink providing hot and cold water and storage shall be provided in or near each public toilet room. Mirrors, soap dispensers, paper dispensers and toilet partitions shall be provided at all public toilets. Purse holders and lounge benches shall be provided in women's unit, with changing tables provided at all public toilets.

Appropriate toilet facilities, including grab bars, etc., shall be provided for the physically disabled.

All toilet rooms shall be equipped with heat to maintain a minimum 55°F. temperature, general lighting and exhaust. Hot and cold water service shall be provided for all concourse public toilet rooms. A hose bib shall be provided for general maintenance.

#### Unisex/Family Toilets

Appropriate toilet facilities, including grab bars, etc., shall be provided for the physically disabled or family use.

#### Bottle Filling Stations

Frost proof, non-refrigerated bottle fillers shall be provided at the field, 100, and 300 concourse levels adjacent to guest service locations.

#### Circulation

The character and design features of main horizontal circulation arteries and pathways will vary widely depending on the nature of the final design. The New Stadium will include various types of vertical circulation elements for an open air stadium, comparable to recent first class, modern NFL stadiums, and will include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

#### Heating

Where overhangs exist from overhead level floor footprints or other construction, radiant heat will be incorporated into the exposed structure above the concourse areas to help provide improved fan experience in inclement weather and a shelter area. At a minimum, the following portions of the New Stadium shall be temperature controlled:

- Mezzanine Level 05
  - North Food & Bar
- Main Concourse Level 100
  - N. Main Concourse, Food & Bar Market
  - E Main Concourse, Food & Bar
  - W. Main Concourse, Food & Bar

- S. Main Concourse, Food & Bar
- Lower Suite & Club Level 200L:
  - Suite Seating
  - South F&B
  - East Lower Sideline Club Seating
- Upper Suite & Club Level 200U:
  - Suite Seating
  - East Lower Sideline Club Seating
- Upper Concourse Level 300:
  - N. Concourse Food & Bar/Concession
  - E. Concourse, Food & Bar
  - W. Concourse, Food & Bar

## **FOOD SERVICE FACILITIES**

The New Stadium will have a wide range of food and beverage facilities to support the needs of the multitude of user groups and event attendees. Modern kitchen prep facilities equipped for preparation of food for concessions, club and suite areas, and catering will be included inside the New Stadium. The commissary and related offices will be located within the footprint of the New Stadium, and are best located on the service mezzanine and/or event/field level and are the primary back-of-house spaces for all the foodservice operations in the stadium. The kitchens will prepare the bulk quantity of all hot and cold food for premium areas and may prepare food to the point it is ready to be served in these areas.

Additionally, the premium areas will have smaller satellite finishing kitchen and commissary areas as final design, food service operational program and desired menu approach dictates. The main kitchen may also prep some food to be distributed to remote concessions around the public concourses where it will be finished and finally sold to patrons. The kitchens will require refrigeration, freezer, and dry storage for event use, be vented for full-service cooking, and code compliant - UL, NSF, and ADA. The freight elevator will be located with easy access to the main commissary for efficient access to all concourses.

### Main Kitchen

The Main Kitchen will supplement food production for the general concessions as well as assist bulk food production for all the premium spaces and clubs.

Walk-in refrigerators and freezers will be provided for general storage, in-work products and prepared foods ready to issue. A cold food preparation area will be adjacent to the walk-ins for cleaning fruits and vegetables, preparing items for cooking, and making cold platters for suite service.

The hot production area will include high-volume bulk cooking equipment such as roll-in and reach-in combi steamer/ovens, tilting braising pans, high-capacity fryers, steamers, roast-n-hold ovens, griddle, broiler, and range. These will be supported by mobile and fixed worktables, reach-in refrigerators and freezers, and mobile food cabinets for hot, cold, and ambient food items. Cooking equipment will be gas fired with type 1 exhaust hoods and fire suppression utilized for ventilation.

The scullery area will include a large three-compartment sink for washing pots and pans, storage shelves and a large flight type ware washer.

This space will include offices for the executive chef and sous chefs within the kitchen.

### Commissary

The main function of the space is receiving, staging and long term storage of all stadium food and beverages. The space will include bulk walk-in cooler, bulk walk-in freezer, bulk beverage cooler, dry storage, pallet storage, janitor sink and mop rack, pallet racks, dunnage racks, and mobile shelving, and a cart wash. The Commissary will have adjacency to the Main Kitchen.

A receiving office will be included in the commissary.

### East & West Premium Kitchens

The Premium Kitchens will supplement food production/service for the east side premium Clubs on this level as well as the level above.

Walk-in refrigerators and freezers will be provided for general storage, in-work products and prepared foods ready to issue. A cold food preparation area will be adjacent to the walk-ins for cleaning fruits and vegetables, preparing items for cooking, and making cold platters for suite service.

The hot production area will include high-volume bulk cooking equipment such as roll-in and reach-in combi steamer/ovens, tilting braising pans, high-capacity fryers, steamers, roast-n-hold ovens, griddle, broiler and range. These will be supported by mobile and fixed worktables, reach-in refrigerators and freezers, and mobile food cabinets for hot, cold, and ambient food items. Cooking equipment will be gas fired with type 1 exhaust hoods and fire suppression utilized for ventilation.

The scullery area will include a large three-compartment sink for washing pots and pans, storage shelves and a large ware washer.

### Suites

Food will be provided to the individual suites. Some pre-game ordering is expected. It has not been determined if Game Day Ordering will be included, however, the close proximity of the West Premium kitchen lends itself to the inclusion of this service.

Typical suite equipment: Refrigeration, Induction, Ice, Sink, Trash and Counter space for cold and ambient food offerings

### Club Lounges

The foodservice program intends to feature ala carte, markets, concessions, or buffet made up of individual portable stations. Menus to be featured have not been defined. These club lounges will be serviced by a premium kitchen on the east side of the stadium.

The Club will include fixed bars. They will have the usual cocktails, draft beer, wine, and specialty drinks.

Pantries for beer walk-ins will be placed behind the stairs on the 200L level and may serve both levels

### General Concessions

Point of sale quantity will be determined at the ratio of 1:150 seats. The stands will be split cooking and non-cooking. There are several types of GA products. The type will be determined as the design progresses. The current goal is 35% food and 65% beverage.

All beer and wine beverages will be packaged. No draft beer is anticipated in the markets or concessions. Draft beer is only anticipated at the feature concourse bars.

Ideally portables will not be used, and the POS count will be obtained using fixed spaces.

### Hot / Cooking Markets

This is a retail concept with pre-packaged items (grab-n-go only) or implement a display cooking area that feeds display units (hot, cold, and ambient) for self-service of pre-packaged items by the customer. This will allow the customers to put together their own food and beverage needs from self-service refrigerators, freezers and warmers and bring them to a cashier position for check-out, similar to a convenience store operation. Condiments will be outside of the space.

It can include self-swiping pay kiosks as well as manned POS positions. This provides concourse relief as the patron's queue inside the stand vs. outside the stand.

### Cold Markets

This is a retail concept with pre-packaged items for self-service of pre-packaged items by the customer. This will allow the customers to put together their own food and beverage needs from self-service refrigerators, and freezers and bring them to a cashier position for check-out, similar to a convenience store operation. Condiments will be outside of the space.

It can include self-swiping pay kiosks as well as manned POS positions. This provides concourse relief as the patron's queue inside the stand vs. outside the stand.

## F&B Bars

The bars will serve bottled beer and sodas, mixed drinks and prepackaged drinks. Menu offerings may consist of wine, cocktails, frozen drinks and bottled beverages, actual menu to be determined. Equipment will include front underbar cocktail stations with speed rails, hand sinks, dump sinks, three compartment sink, glass racks, trash cans, and back bar coolers. Frozen drink machines may be included, but this has not been determined.

Each of the bar locations will be supported with a pantry to provide draft beer.

## **TEAM FACILITIES + LOCKER ROOMS**

A full complement of support locker and change room accommodations will be required including state of the art officials, team auxiliary (mascot, dance, event promotions, field staff,) Home Team, Visiting Team locker room suites, including showers, restrooms and training areas. Strong consideration will be given for the ability for multiple locker spaces to be flexible and combined to extend the functionality of these areas for non-NFL events occurring at the New Stadium. Distribution of home team, visiting team and auxiliary locker areas will be required to maintain league best practices for path of travel, separation, and efficient access for NFL game day use.

Team facilities shall have direct access to the playing field. Passenger elevators shall provide access to the Press Box. Locker rooms shall be completely finished and furnished unless otherwise indicated. A service tunnel for access by truck or bus (minimum 16'-0" clear width) shall be provided to the team locker facilities.

### Home Locker Room

Locker room including approximately 80 - 42"x36" lockers. Shower, toilet room, sauna, steam and drying area. Twenty shower heads, 10 water closets, 10 urinals, 10 lavatories and mirrors shall be provided.

### Home Training Room

Athletic training office, exams rooms, meeting room, taping, treatment, hydrotherapy and massage areas. Electrical and plumbing rough-in for training equipment and wet area for hydrotherapy to be provided.

### Home Coaches

Male and female coaches' locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for 35 male coaches and 5 female coaches.

A separate head coaches' locker, shower and toilet area with lounge area shall be provided.

### Home Staff

Male and female staff locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for 40 male staff and 15 female staff.

#### Home Equipment

Equipment storage, plumbing and electrical rough-in for laundry equipment shall be provided.

#### Visitor Locker Room

Locker room including approximately 70 - 36"x36" lockers. Shower and toilet room; 20 shower heads, 4 water closets, 6 urinals, 6 lavatories and mirrors shall be provided.

#### Visitor Training Room

Taping, treatment, exam room and small hydrotherapy area for 2-3 stainless steel extremity tubs. Electrical and plumbing rough-in for training equipment and wet area for hydrotherapy to be provided.

#### Visitor Coaches

Male and female coaches' locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for approximately 35 male coaches and 5 female coaches.

A separate head coaches' locker, shower and toilet area with lounge area shall be provided.

#### Visitor Staff

Male and female staff locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for approximately 40 male staff and 15 female staff.

#### Visitor Equipment

Equipment storage, plumbing and electrical rough-in for laundry equipment shall be provided.

#### Officials / Chain Crew Lockers

Separate locker rooms shall be provided for male and female game officials and chain crew, with appropriate lockers, showers, water closets, urinals and lavatories.

#### Players' Family / Friends Waiting Room

Post-game waiting room with toilet facilities for men and women. Location to be in vicinity of home team locker room and player's entrance to stadium.

### **PLAYING FIELD**

The field will be designed for professional football and shall consist of synthetic turf and natural grass applications. The field will be a smooth and level natural grass surface consisting of Sports Rated Kentucky Bluegrass turf, selected for adaptability to this region of New York, within the extents of the media line. The area including and beyond the media line, extending to the perimeter track surface, shall be synthetic turf that is appropriate for use in a professional football

stadium.

The field dimensions and specifications shall be compliant with National Football League (NFL) rules, including required HIC criteria. The specified turfgrass will be grown in a sandy soil compatible with the specified USGA sand based rootzone growing and drainage medium. The finished grade surface of the field will be laser graded to an even, flat surface with tolerances of one-quarter inch or less.

The perimeter of the playing field will consist of sand infilled synthetic turf laid over a shock attenuation pad. The synthetic turf apron will be designed to meet all NFL requirements for GMax and HIC, as well as FIFA requirements for vertical deformation, shock absorption, and rotational resistance.

All field markings within the synthetic turf apron are to be permanently applied, whether tufted in or inlaid. Expected markings include but are not limited to media lines and team areas per NFL rules and regulations.

The perimeter of the infilled synthetic turf area will be a concrete track with a permeable rubberized running track surface applied. Within the concrete, below the permeable track surfacing, will be a continuous channel drain will serve as the drainage mechanism for the track surface.

The natural grass surface will be placed upon a twelve-inch (12") depth amended, sand based rootzone mixture consisting of a blended 90% minimum silica sand and 10% maximum organic materials. The rootzone mixture will be tested and approved in conformance with the 2018 USGA testing protocol.

Field materials will be placed over an engineered subsurface drainage piping system designed to dewater the field according to local rainfall intensity data for a 100-year storm event. The sub-drainage piping system will consist of perforated dual-wall HDPE lateral piping and solid dual-wall collector piping residing within gravel filled trenches. The layout of the playing field sub-drainage system shall accommodate the incorporation of subsurface aeration according to the selected aeration manufacturer's specifications.

The natural turf surface of the field will be irrigated with a high-efficiency, fully automatic irrigation system utilizing rubber capped, gear driven rotor heads with stainless steel risers, spaced on 50'-55' centers. Rotor heads prescribed to achieve 360-degree coverage shall utilize dual opposing nozzles for maximum efficiency of operation.

The facility will be provided with a rootzone piping hydronic system for playing field heat. This system shall be constructed in accordance with the 2020 State of New York Building Code, and all local amendments and provisions. The hydronic playing field heat system will provide the stadium with the optimum method to condition the rootzone for grass growth and for holding



offseason, on-field events.

The rootzone aeration system will be designed for a typical NFL stadium playing field in mind and will include a buried concrete air separation vault located within the Field Level Air Handler Room.

Two (2) NFL regulation football goal posts are to be installed, one at each end of the field, according to NFL rules and regulations. Each goal post is to be a collapsible, hinged gooseneck assembly with hydraulically dampened lowering function. The hinge is to be located at the intersection of the vertical assembly and the curved gooseneck. Goal posts are to be base plate mounted.

Each goal post will have an aluminum access frame placed atop the footing. Access frame plugs are to be provided for both in-use and out of use applications. Access frames are to be covered with synthetic turf. Footings are to be provided per goal post manufacturer specifications.

Goal posts padding will be provided for each goal post. Goal post padding will be 6-foot height single unit circular padding consisting of high-density polyurethane filler with a heavy-duty vinyl cover. Logos will be applied per owner direction.

## **MEDIA FACILITIES**

Press facilities accommodating the news media shall be provided and appropriately located and oriented within the stadium for football. The Press, Media and Camera Facilities are provided to meet the current NFL broadcaster standards and to provide accommodations for the press comparable to recent NFL stadiums. Included are the Press Work Facilities, Field Level Facilities, Broadcast Facilities and Miscellaneous Media Facilities. TV sets will be in each of the media areas. Multiple areas shall be provided in press box to accommodate working press, broadcast media, team and league functions. Open-tray conduit for television cables shall be provided from all television camera and broadcasting booth locations to television van parking locations.

### Working Press

Stations for approximately 200 writers shall be provided. This area shall contain built-in writing counter, seating, electrical and telephone outlets, sound system and closed circuit television. Coat racks and lockable book lockers for writers will be provided.

### Network TV Booth

A booth with built-in counter and special acoustical treatment on walls and ceiling will be provided. Location will allow clear view of near end zone corners and sideline over standing, arms waving fans.

Booth will be constructed to reflect sightlines for talent as standing or seated on bar stool height chairs. Fully operable windows will be required with no mullion. Booth will include a single fixture

toilet room, accessible from within booth and a countertop running the width of the front window opening with a trough next to window.

#### National Television Broadcasting

Television camera platforms shall be located at 50 yard line, the 25 yard lines, each end zone and reverse angles as defined in the current NFL broadcasting guidelines. The broadcast media will be consulted regarding all aspects including booth, platforms, conduit, and electrical requirements.

#### Broadcasting

Multiple broadcasting booths suitable for TV or radio with built-in counters, special acoustical treatment on walls and ceiling, and operable sash.

#### Coaches

Spaces for home and visiting team coaches, approximately 15 seats each, shall contain built-in writing desks and telephone connections to player benches and operable sash.

#### Photographers

Open on the field side, a minimum of 7 spaces shall accommodate photographers. Counters shall be provided.

#### Instant Replay

Enclosed space for instant replay officials and equipment will be provided.

#### Scoreboard Control

This space shall be provided with built-in writing counters. All wiring, control panels, and other equipment required for operation of the scoreboard equipment and instant replay boards shall be included.

#### Public Address Announcer/Control

This space for announcer and assistants with built-in counter will contain all controls required for a public address system serving the entire stadium. Public address booth will have operable sash.

#### NFL Operations

Multiple booths suitable for the various game management operations required by the NFL will be provided with built-in counters, special acoustical treatment on walls and ceiling, and operable or non-operable sashes as specified.

#### Workroom

Space adjacent to the working areas will be provided for statisticians, document reproduction, and fax equipment.

### Press Lounge

For press personnel, this facility shall contain dining facilities seating approximately 50 persons and rough-in plumbing and electrical service for food and beverage service. Equipment and hook-up of same shall be provided under the concession contract. This space shall be adjacent to the working press area in the press box.

### Equipment

Adequate space for sound system, telephone, electrical, and television equipment shall be provided.

### Toilets

Toilet facilities for the press shall be provided for men and women, including attendant closet.

The Press Work Facilities include a multi-purpose space intended to flexibly accommodate the Press Work Room, Interviews, and Still Photographer Facilities. Toilet facilities are included within the Press Work Area. These facilities provide for the basic work requirements of the press before and after events. The general location will be on the field level, easily accessible to the event floor and both the Home team facilities and the Visiting team facilities.

### Press Conference/Interview Room

The press conference/Interview rooms will have a sound system to reproduce TV and radio game broadcasts, press box announcements and the house PA program via ceiling speakers controlled by a wall-mounted volume control/selector panel. System to be set up to for automated mixing or can be overridden by a manual console at the rear of the room. Microphone jacks will be available for local speech reinforcement. The audio from the press conference will also be heard over the press-box speaker system upstairs for members of the media who choose to remain in the press-box area.

## **OPERATIONS FACILITIES**

The stadium service facilities shall be located within the stadium as appropriate. Access by service vehicles shall be provided to facilities as required. These facilities shall relate to the freight / service elevators provided within the stadium.

Operations will need to be accommodating of local and regional public safety command and support, including associated technology and communication systems. The New Stadium will include necessary electronic surveillance and monitoring devices to support a security command center. Particular care will be given to consider support personnel capacities, contemporary health screening, and other protocols to ensure necessary space and accommodation.

### Stadium Personnel Lockers

Adequate toilet, dressing, and uniform storage facilities for male and female stadium employees will be provided.

### Auxiliary / Event Lockers

These facilities shall be used by multiple gameday personnel requiring dressing facilities. Lockers, showers and restroom facilities shall be provided. Some spaces shall be divisible by the use of operable partitions, connecting doors, or similar means, based on the needs of the using group.

### Staff Check In / Briefing Rooms

Spaces shall be provided with tables, chairs, whiteboards and TV monitors to accommodate pregame check in and briefing of multiple game day operational groups.

### Maintenance Shop

Enclosed facilities for general maintenance of the stadium. Heating, ventilating and general lighting shall be provided.

### Maintenance Locker

Lockers plus toilet and shower facilities for male and female stadium maintenance personnel and field maintenance personnel. Finished space including heating, air conditioning and lighting shall be provided.

### Field Maintenance Office

Office for field maintenance supervisor and staff to be provided. The space shall be enclosed, finished, heated, air conditioned, and lighted.

### Field Maintenance Storage

Storage of equipment and materials required for maintenance of the playing field shall be provided. General lighting and security fence shall be provided. This area must be within the stadium and adjacent to the playing field.

### Loading Dock

Truck docks with manual dock levelers and locks shall be provided at the entrance to the service area. The dock shall be adjacent to the concession and maintenance facilities, and adjacent to freight elevators.

Loading dock, trash handling, and environmental waste management handling will promote current and future sustainability best practices with sufficient separation for discreet activities ( i.e., trash, food delivery, material storage, recycling).

## **TECHNOLOGY SYSTEMS**

### Sound Systems

Sound systems throughout the stadium break down into the following major areas: Seating Bowl, Concourses and Restrooms, Entry Plazas, Entrance Areas and Playing Field Area.

### Seating Bowl Loudspeakers

A distributed loudspeaker system with speaker arrays at the canopy providing sound to the majority of seats will be designed to address the Bills request and desire for best-in-class stadium sound. This will require subwoofers and focused speaker arrays at the front of the canopy to provide powerful sound with clear voice announcements and musical fidelity. Areas that are acoustically shadowed from the main speaker arrays will have supplemental sound provided by smaller distributed speakers installed at the overhanging decks.

### On Field Sound

A Distributed loudspeaker system, as planned for this stadium, focuses sound on the spectator seats to maximize the acoustic impact for the audience and prevent sound from interfering with the competition on the field. The sound the players hear from these speakers will be lower in level and less focused than what the spectators hear.

The recommendation for player warm-up and practice speakers is to use portable speaker systems down on field level. The portable system will have local inputs and controls to allow the team to plug in and control the speakers without requiring stadium sound system management. The portable system will also have interconnections to the stadium for events when the production staff in the control room need to control the sound going to the portable speaker systems.

### Club, Bars and Restaurant Areas

Each club and restaurant area will each have a dedicated sound system with a local control panel, which allows the local operator to select from the different programs available, including the remote PA, and broadcast feeds plus the press box announcer. In addition, each area has the ability to connect local microphones for live announcements or presentations. Inputs will also be available for the connection of local music that the operators may choose to use, such as CD players, radios, or satellite delivered music programming (if satellite service has been purchased by the team).

It is assumed that the Club AV systems are designed to allow the spaces to function as meeting or conference spaces. The ability to accommodate AV needs for various event types and configurations without the need for portable equipment or cabling is required.

### Private Suite Audiovisual System

Dedicated speakers linked to the seating bowl's sound system will serve exterior suite seating. These speakers will always play the same program as the rest of the seating bowl speakers. The interior of the suites will provide sound via the interior speaker systems. Ceiling or wall mount speakers in each suite will connect to a simplified Sound Selector, remote control and audio can be selected from options including Stadium PA, Event broadcast audio from the TV, Local Radio-play-by-play, Audio from the press-box announcer and Local input source (USB or Bluetooth)

### Distributed TV Systems IPTV

This system will virtually serve all of the TV sets and video walls installed in the stadium including suites, offices, locker rooms, concourses, concessions, etc. To accommodate zoned advertising,

television control, and overall system flexibility an IPTV system is proposed for the stadium. The system utilizes the building data network for transport of video and digital signage systems rather than the RF signal distribution of conventional “cable TV” systems.

Expected sources of system TV programming include A redistribution of the local cable or satellite provider’s television system’s signals, The Sunday Ticket provider and Local over-the-air broadcast stations.

Additionally, the following channels may be “added” to the cable television system: TV production from the broadcast truck; The Stadium Video and audio feeds, such as event broadcast video with event broadcast audio, event broadcast video with radio-play-by-play, event broadcast video with press-box announcer, In house video with stadium PA; Game in progress/stats information; Advertising programming/digital signage; Menu boards; and other promotional messages.

### Network Broadcast Cabling

Infrastructure only to be included in the base building. It is anticipated that the infrastructure (broadcast boxes, conduit, racks and AC power) will be designed, specified and installed by the design team and project general contractor, with the cost of the cabling, plates and connectors and their installation reimbursed by the NFL broadcast rights holders. The networks and League reserve the right to review the design and cost of the cabling system prior to the award of an installation contract.

### NFL Camera Locations

Field: Space will be provided between the back of the team area (at least 12 feet) and the field wall to allow camera trucks to pass through. Locations shall be provided on each of the 4 field walls, and depending on field access, a fifth or sixth location may be required to support the latest in Pylon Cameras.

Low End Zone: Two camera platforms in each end zone seating are required, which shall be inset into the seating risers. These should be between the numbers and the hash marks, and be outside the goal net. The platform elevation should be approximately 3 to 4 feet above the field level.

Main Follow: These cameras require three locations, with platforms at the 50-yard line and between the 20–25-yard lines. The outboard pair should have the capacity to be 15 feet wide to accommodate two broadcast cameras (pre-season and conference final level games) and one scoreboard camera. The 50-yard line position should be able to accommodate 6 cameras (30 feet wide).

Slash: These platforms should be at each corner of the Stadium, on a 45-degree angle to the near corner of the end zone, at the same elevation as the main follow cameras or slightly below. Slash platforms should be 6 feet wide and 8 feet deep.

Reverse Angle: At the 50-yard line on the far side of the field from the press box at the same elevation as the main follow cameras, if possible. Platform should be 12 feet wide and 8 feet deep.

High End Zone: On the center line of the playing field, the platform shall be between 24 and 36 degrees to the back of the end zone, providing a view of the goal lines 4 to 6 feet above the cross

bar. 12 feet by 6 feet platform at each end of the stadium is required.

Goal Line and Back Line Robotics: Camera cabling will be provided on both sides of the field to align with the goal and back lines for mounting network robotics or lock down cameras used for these locations.

Sideline Robotics: Camera cabling will be provided on both ends of the field to align with the sidelines for mounting network robotics or lock down cameras used for these locations.

Additional locations (manned, robotic or wireless) are commonly: Locker Room/tunnel walk positions; Interview room(s); Coaches Booths; In game host position; Blimp chaser; High Slash; Roof locations; Cross patched to In-house productions; NFL Observer or NFL Booth; Home information director; Visitor information director; and Enhanced audio.

#### TV Truck Parking – Network

The current regular season space requirement is dictated by the NFL Network broadcast which includes an on-site studio show and ESPN Monday Night Football broadcasts. The current complement of vehicles for the NFL Network broadcast is as follows. These vehicles (with the exception of the uplink) must be parked together and should be immediately adjacent to the cable termination racks and AC power connections.

- (6) double expanding
- Satellite uplink
- Double twin generator
- 12" x 60' office trailer

Overflow parking for TV trucks (conference championships,) previously requested by the networks to be as follows. The space for these vehicles should also allow them to be parked together. Permanent cabling infrastructure to the overflow location is not required, however a pathway for temporary cabling should be provided.

- (2) straight sided trucks
- (4) double expanding trucks
- (2) 45' long generator trucks
- (2) large, semi sized C-band satellite uplink trucks
- (5) office trailers
- EU/RF/Fiber truck TV Truck Parking – Local

Space for 2-4 10 x 32-foot mobile satellite/microwave vehicles for local TV news, CNN/SI, ESPN news, etc. Vehicles to have a clear view of local TV station microwave receive sites and southern sky, if possible.

#### TV Truck Parking – Satellite Uplink

Space, AC power and signal cabling connections, for two, 10 feet wide by 30 feet uplink trucks, with a view to the southern sky.

#### The Video Production System

The Video Production System is the “engine” that drives the LED Video Displays and provides video distribution to the spectator entertainment televisions deployed throughout the facility. It consists of game and field cameras, video production and routing switchers, slow-motion/instant replay, computers and monitoring and control equipment. Holistically this encompasses the video switchers, cameras, replay hardware and ties to the video/LED Scoring components and intercommunication (intercom) systems. Camera and fiber cabling dedicated to the Bills Production requirements is referenced in the broadcast and structured cabling portions of this narrative.

### Technology Rooms (TR)

The Technology Room (TR) is a secure, easily accessible, and environmentally controlled space, housing the structured cabling system intermediate cross-connect and network active equipment with capacity to house the DAS, AV, Sound and Access Control equipment.

TRs will be thoughtfully placed for all portions of the stadium to be within a service area of a TR. The service area is defined as a cable length of not more than 295 feet (90m) from the TR patch panel to the work area outlet/IP device connecting hardware. This distance includes the cabling length within the room and any up/down cable paths across concourses, over ceilings, service loops etc. TR rooms sizes will vary based on placement and requirements.

### Converged Network

The sheer size and complexity of a modern football stadium requires an ultra-reliable, standards-based communication system for most technologies. The stadium local area network design plan will utilize a common Ethernet-based Internet Protocol transport to communicate both to and from client machine to host machine. The industry describes this as a “converged network” because it converges multiple systems and technologies onto a common, standards-based Ethernet transport system.

### Distributed Antenna Systems (DAS)

A Distributed Antenna System is a common radio distribution infrastructure designed to share antennas and accommodate a variety of frequency bands. The sheer size and complexity of a modern football stadium requires an ultra-reliable, high-bandwidth, standards-based cellular communication system for fan use as well as other private applications. It is important to point out that two distributed antenna systems will be required in the new stadium as follows:

- One for commercial cellular carriers to distribute their licensed frequencies throughout the venue, parking lots and ancillary out-buildings.
- One for Emergency Responder Radio Communication System (ERRCS), often called the Public Safety DAS which is required by the National Fire Protection Association, International Fire Code as well as state and local building codes. This DAS may also be used to transmit stadium owned 2-way radios.

### High-Density Wi-Fi Network

The sheer size and complexity of a modern football stadium requires an ultra-reliable, high-bandwidth, standards-based wireless communication system for fan use as well as other private



applications including ticket scanning, club food and beverage ordering, audio control, and administrative computing to name a few. The high-density Wi-Fi design plan is to utilize the stadium's wired Converged Network to communicate with Wi-Fi access points and wireless controllers and then to either on-site resources or out to the internet.

### Telephony

The sheer size and complexity of a modern football stadium requires an ultra-reliable, standards-based telephony system to serve the needs of the team and the calling public. The telephone system design will utilize a common Ethernet-based Internet Protocol transport (see Converged Network Narrative) as a means to communicate both within and outside the stadium.

### Security Systems

Security systems are comprised of access control, video surveillance, audio-video intercommunication, and intrusion detection systems as well as physical security monitoring workstations.

Specific manufacturers and products implemented into the design will be based upon a number of factors, first and foremost being products that the team is currently successfully utilizing in existing spaces in their campus environment. Systems will provide the latest innovations in technology, and to permit overall integration and interoperability between the disparate physical security systems. Focus will be on providing current, future proof systems that also incorporate existing hardware and software that are in use across the team's campus.

**EXHIBIT J-1**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(STADCO)**

See Attached.

Exhibit J-1

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_, (the “Effective Date”) by and between Bills Stadium and Events Company, LLC, a Delaware limited liability company (the “Assignor”), and \_\_\_\_\_, a \_\_\_\_\_, (“Assignee”).

**RECITALS**

A. Assignor 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, which subsidiary is a public benefit corporation (“ECSC”), are parties to that certain Stadium Lease, dated as of \_\_\_\_\_, 20\_\_\_\_, whereby Assignor leases from ECSC the Stadium Complex as more particularly described therein (as the same may be amended, supplemented, modified, renewed or extended from time to time, the “Stadium Lease”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Stadium Lease.

B. Assignor has agreed to assign to Assignee all of Assignor’s respective right, title and interest under the Stadium Agreements and the Use Agreement (collectively, the “Assigned Documents”), and Assignee has agreed to assume Assignor’s obligations under the Assigned Documents upon and subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Assignee all of Assignor’s right, title, benefit, privilege and interest in, to and under the Assigned Documents.

2. Assumption. Effective as of the Effective Date, Assignee hereby (a) accepts the foregoing assignment, assumes from Assignor the Assigned Documents and agrees to pay, perform and discharge when due all of the obligations, covenants, agreements and conditions to be performed by Assignor under the Assigned Documents accruing on or after the Effective Date; and (b) agrees to be bound by all of the terms, conditions and provisions of the Assigned Documents, including compliance in all respects with the Franchise Maintenance Covenants.

3. Representations and Warranties. Assignee hereby represents and warrants to Assignor and the Authority, as of the Effective Date, as follows:

(a) Organization. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Assignee possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. Assignee has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Assignee have been duly and fully authorized and approved by all necessary and appropriate action. This Agreement has been duly executed and delivered by Assignee. The individual executing and delivering this Agreement on behalf of Assignee has all requisite power and authority to execute and deliver the same and to bind Assignee hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by Assignor, this Agreement constitutes legal, valid, and binding obligations of Assignee, enforceable against it in accordance with its terms.

(d) Governing Documents. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any provision of its certificate of formation, bylaws or other governing documents, or the NFL Rules and Regulations.

(e) Law. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to Assignee or any of its properties or assets which will have a material adverse effect on the ability of Assignee to perform and satisfy its obligations and duties hereunder.

(f) Approval by NFL. The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Agreement.

(g) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing, except for any consent, approval, waiver, amendment, authorization, notice or filing which has been obtained or waived, under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Assignee is a party or by which Assignee or any of its properties or assets are bound.

(h) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Assignee, threatened by any Person, against Assignee or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of Assignee, financially or otherwise, including ability of Assignee to perform and satisfy its obligations and duties hereunder.

4. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telecopy, facsimile or other electronic signature (such as a pdf) of any party shall be considered to have the same binding effect as an original signature.

5. Knowledge. The term “knowledge” or words of similar import shall mean the actual knowledge after reasonable inquiry of the officers or key employees of any party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

6. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Applicable Laws of the State of New York without giving effect to the principles of conflicts of law thereof.

7. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section shall not be construed or implemented in a manner that substantially deprives any party of the overall benefit of its bargain under this Agreement.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

Bills Stadium and Events Company, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT J-2**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(BILLS)**

See Attached.

Exhibit J-2

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_, (the “Effective Date”) by and between Buffalo Bills, LLC, a Delaware limited liability company (the “Assignor”), and \_\_\_\_\_, a \_\_\_\_\_, (“Assignee”).

**RECITALS**

A. Assignor is an affiliate of Bills Stadium and Events Company, LLC, a Delaware limited liability company (“StadCo”) by virtue of the common ownership of StadCo and Assignor by Buffalo Bills Holdings, LLC, a Delaware limited liability company.

B. StadCo 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, which subsidiary is a public benefit corporation (“ECSC”), are parties to that certain Stadium Lease, dated as of \_\_\_\_\_, 20\_\_\_\_, whereby StadCo leases from ECSC the Stadium Complex as more particularly described therein (as the same may be amended, supplemented, modified, renewed or extended from time to time, the “Stadium Lease”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Stadium Lease.

C. Assignor has agreed to assign to Assignee all of Assignor’s respective right, title and interest under the Stadium Agreements and the Use Agreement (collectively, the “Assigned Documents”), and Assignee has agreed to assume Assignor’s obligations under the Assigned Documents upon and subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Assignee all of Assignor’s right, title, benefit, privilege and interest in, to and under the Assigned Documents.

2. Assumption. Effective as of the Effective Date, Assignee hereby (a) accepts the foregoing assignment, assumes from Assignor the Assigned Documents and agrees to pay, perform and discharge when due all of the obligations, covenants, agreements and conditions to be performed by Assignor under the Assigned Documents accruing on or after the Effective Date; and (b) agrees to be bound by all of the terms, conditions and provisions of the Assigned Documents, including compliance in all respects with the Franchise Maintenance Covenants.



3. Representations and Warranties. Assignee hereby represents and warrants to Assignor and the Authority, as of the Effective Date, as follows:

(a) Organization. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Assignee possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. Assignee has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Assignee have been duly and fully authorized and approved by all necessary and appropriate action. This Agreement has been duly executed and delivered by Assignee. The individual executing and delivering this Agreement on behalf of Assignee has all requisite power and authority to execute and deliver the same and to bind Assignee hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by Assignor, this Agreement constitutes legal, valid, and binding obligations of Assignee, enforceable against it in accordance with its terms.

(d) Governing Documents. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any provision of its certificate of formation, bylaws or other governing documents, or the NFL Rules and Regulations.

(e) Law. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to Assignee or any of its properties or assets which will have a material adverse effect on the ability of Assignee to perform and satisfy its obligations and duties hereunder.

(f) Approval by NFL. The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Agreement.

(g) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing, except for any consent, approval, waiver, amendment, authorization, notice or filing which has been obtained or waived, under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Assignee is a party or by which Assignee or any of its properties or assets are bound.

(h) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Assignee, threatened by any Person, against Assignee or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of Assignee, financially or otherwise, including ability of Assignee to perform and satisfy its obligations and duties hereunder.

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7. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section shall not be construed or implemented in a manner that substantially deprives any party of the overall benefit of its bargain under this Agreement.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

BUFFALO BILLS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_