

**SECOND AMENDMENT TO  
STADIUM SECURITY AGREEMENT**

**THIS SECOND AMENDMENT TO STADIUM SECURITY AGREEMENT** (this “**Second Amendment**”) is made as of September 18, 2023, by and between BUFFALO BILLS, LLC, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) (the “**Bills**”), and the COUNTY OF ERIE, a New York municipal corporation (the “**County**”). Capitalized terms used but not defined in this Second Amendment shall have the meanings ascribed thereto in the SSA, as defined below.

**RECITALS:**

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

**WHEREAS**, the ECSC, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ESD**”), subleases the Stadium Complex to the Bills pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017 and as amended by that certain Second Amendment to 2013 Stadium Lease dated as of March 29, 2023 (the “**2013 Stadium Lease**”);

**WHEREAS**, the County and the Bills are parties to that certain Stadium Security Agreement dated as of May 6, 2013, as amended by that certain Amendment to the Stadium Security Agreement, dated as of March 29, 2023 (as amended, the “**SSA**”);

**WHEREAS**, the County, ECSC and the Bills intend to construct a new stadium complex (the “**New Stadium Complex**”) in accordance with that certain Stadium Development and Construction Coordinating Agreement, dated as of the date hereof (the “**CCA**”), between the Bills, the County and the ECSC, and the Bills intend to occupy the New Stadium Complex for its home games once the New Stadium Complex is substantially complete; and

**WHEREAS**, in order to incorporate certain understandings regarding the rate of compensation for Supplemental Security Services and payment therefor by the Bills to the County during the Agreement Term through the Amended Expiration Date, the Parties desire to further amend the SSA.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bills and the County agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, form an integral part of this Second Amendment, and are hereby incorporated by reference in all respects.

2. **Schedule C.** Schedule C is hereby deleted in its entirety and replaced with Schedule C attached to this Second Amendment.

3. **Effect of Amendment.** Except as otherwise modified by this Second Amendment, the SSA is hereby ratified and confirmed by the Parties in all respects.

4. **Authority.** Each of the County and the Bills represents and warrants that (i) it has full power and authority to enter into this Second Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Second Amendment 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.

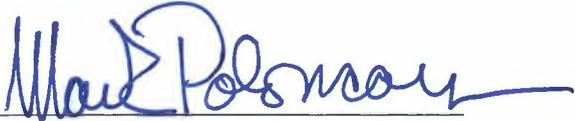
5. **Consent of the Bills.** The Bills acknowledge receipt of a copy of this Second Amendment and the Bills consent hereto.

6. **Counterparts.** This Second Amendment 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. Copies of signatures to this Second Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

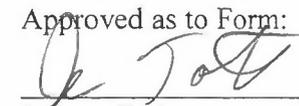
*[Signature Pages Follow]*

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

**THE COUNTY OF ERIE,**  
a New York municipal corporation

By:   
Name: Mark C. Poloncarz  
Title: County Executive

Approved as to Form:

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

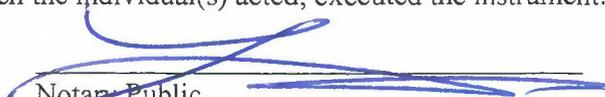
**BUFFALO BILLS, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Name: Josh Dziurlikowski  
Title: Authorized Signatory

STATE OF NEW YORK )  
 )  
COUNTY OF Erie ) : SS  
 )

LAUREN AZZI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01AZ6431794  
Qualified in Erie County  
Commission Expires April 18, 2026

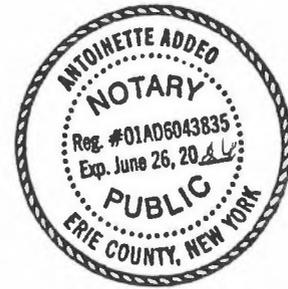
On the 3 day of NOVEMBER, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

STATE OF NEW YORK )  
 : SS  
COUNTY OF ERIE )

On the 1<sup>st</sup> day of ~~November~~ in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Josh Dziurlikowski, 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.

Antoinette Addeo  
Notary Public



## SCHEDULE C

### TERMS OF COMPENSATION

#### Rate of Compensation for full time Deputy Erie County Sheriffs

During the term of this Agreement, any Police Officer who is assigned to perform Supplemental Security Services pursuant to this Agreement and who at the time of such assignment is a full time deputy Erie County Sheriff shall be paid the overtime rate that is specified for each such deputy in the pay scale chart attached hereto as Schedule C-1 or Schedule C-2, as applicable, as a Deputy Sheriff, Supervisor, or in the case of the Law Enforcement Coordinator the overtime rate that they would receive for the performance of their duties based upon their rank in the Sheriff's Department, as such rates may change from time to time taking into account longevity or step payments, if any, but without giving effect to changes in rate or changes in longevity or step payments resulting from any new Collective Bargaining Agreement. Schedule C-2 shall apply to Management Confidential Grade Erie County Sheriff's deputies only (the "MC Grade"). Under no circumstances shall the number of MC Grade Deputy Sheriffs assigned to perform the Supplemental Security Services hereunder exceed 15 for any game.

#### Rate of Compensation for Reserve Deputy Erie County Sheriffs

Any Police Officer who is assigned to perform Supplemental Security Services pursuant to this Agreement who at the time of such assignment is not a full-time deputy Erie County Sheriff shall be paid the compensation specified below:

Deputy Sheriff- Regular hourly rate	\$45.50 with a 2.0 % annual increase for the duration of this agreement.
Supervisor-Regular hourly rate	\$50.00 with a 2.0 % annual increase for the duration of this agreement.

**SCHEDULE C-1**

**PBA PAY SCALE**

Erie County PBA Pay Scale Report at time and one-half

	0	1	2	3	4	5	A	B	C	D	E
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GRP 07		45.6375	47.4555	49.2735	51.0795	52.89	53.8815	54.867	55.8525	56.8305	57.828
GRP 08	45.7185	48.2145	50.337	52.461	54.573	56.688	57.768	58.8555	59.9355	61.0215	62.103
GRP 09		51.0105	53.385	55.764	58.1265	60.4995	61.6815	62.88	64.068	65.247	66.4365
GRP 10		53.976	56.5665	59.1525	61.719	64.323	65.613	66.897	68.1975	69.4935	70.782
GRP 11		58.53	61.314	64.1235	66.9015	69.705	71.106	72.5115	73.899	75.2925	76.698
GRP 12		61.9665	65.055	68.169	71.25	74.343	75.897	77.4345	78.993	80.5425	82.092
GRP 13		66.807	70.1865	73.5825	76.998	80.3745	82.08	83.784	85.494	87.1995	88.902

**SCHEDULE C-2**

**MC PAY SCALE**

Erie County MC Sheriff Pay Scale Report at time and one-half

	0	1	2	3	4	5	A	B	C	D	E	F
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GRP 05	30.951	32.4435	33.5355	34.6065	35.7	36.7845	37.374	37.974	38.574	39.171	39.768	40.392
GRP 06	32.796	34.3965	35.685	36.9705	38.253	39.543	40.3005	41.0565	41.7945	42.543	43.296	44.082
GRP 07	37.6695	39.5625	41.127	42.6825	44.2365	45.801	46.6515	47.499	48.345	49.194	50.043	50.9325
GRP 08	39.762	41.7795	43.6035	45.4335	47.2515	49.068	49.9995	50.9295	51.867	52.7955	53.73	54.708
GRP 09	42.027	44.187	46.2255	48.279	50.3115	52.35	53.367	54.3945	55.4175	56.4345	57.4575	58.533
GRP 10	44.436	46.7355	48.966	51.186	53.4	55.6395	56.751	57.8595	58.974	60.0915	61.203	62.373
GRP 11	48.132	50.655	53.0535	55.4655	57.864	60.276	61.476	62.6865	63.885	65.0865	66.288	67.551
GRP 12	50.922	53.616	56.277	58.9515	61.6035	64.2645	65.607	66.927	68.265	69.6	70.935	72.3375
GRP 13	54.849	57.7725	60.687	63.6165	66.5445	69.456	70.9245	72.3915	73.86	75.3315	76.7985	78.3465
GRP 14	60.2265	63.477	66.762	70.035	73.3095	76.6005	78.24	79.887	81.54	83.187	84.834	86.5725
GRP 15	65.838	69.4215	73.0845	76.746	80.412	84.0885	85.911	87.7425	89.58	91.4115	93.246	95.181

GRP 16	71.883	75.831	79.884	83.949	88.0095	92.055	94.095	96.1245	98.163	100.1955	102.2295	104.376
GRP 17	77.8575	82.1655	86.6355	91.1295	95.604	100.0845	102.33	104.5755	106.8075	109.0485	111.291	113.655
GRP 18	84.87	89.535	94.365	99.18	104.04	108.825	111.225	113.55	115.83	118.14	120.51	123.03
GRP 19	92.505	97.59	102.855	108.105	113.4	118.62	121.23	123.78	126.255	128.775	131.355	134.115
GRP 20	53.952	57.0075	60.117	63.204	66.285	69.393	70.9365	72.489	74.052	75.606	77.157	78.8025
GRP 21	64.911	68.6655	72.486	76.326	80.1495	83.964	85.878	87.801	89.7225	91.6395	93.5595	95.5965