

**THIRD AMENDMENT TO  
2013 STADIUM LEASE**

**THIS THIRD AMENDMENT TO 2013 STADIUM LEASE** (this “**Third Amendment**”) is made as of October 9, 2025, 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 (“**ESD**”), which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), as sublessor, and **BUFFALO BILLS, LLC**, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “**Bills**”), as sublessee. Capitalized terms used but not defined in this Third Amendment shall have the meanings ascribed thereto in the 2013 Stadium Lease, as defined below.

**RECITALS:**

**WHEREAS**, the County of Erie, a New York municipal corporation (the “**County**”) has leased the Stadium Complex to 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, by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 and by that certain Third Amendment to 2013 Master Lease of even date herewith (as so amended, the “**2013 Master Lease**”);

**WHEREAS**, ECSC subleases the Stadium Complex to the Bills for the Team to play its home games at the Stadium 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, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017 and by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 (the “**Second Amendment**”) (as so amended, the “**2013 Stadium Lease**”);

**WHEREAS**, the County, ECSC and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“**StadCo**”), an Affiliate of the Bills, have entered that certain Stadium Development and Construction Coordinating Agreement, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Development and Construction Coordinating Agreement dated as of October 9, 2025 (the “**CCA**”) pursuant to which StadCo is constructing a new stadium complex (the “**New Stadium Complex**”) which upon completion will be leased to StadCo pursuant to that certain Stadium Lease, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Lease dated as of October 9, 2025 (the “**New Stadium Lease**”) between StadCo and ECSC;

**WHEREAS**, ECSC and the Bills desire to further amend the 2013 Stadium Lease to amend certain provisions thereof relative to the expiration of the term thereof; and

**WHEREAS**, the County wishes to approve this Third Amendment as required by the 2013 Stadium Lease.

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ECSC and the Bills agree as follows:

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

2. **2013 Stadium Lease Expiration Date.** The definition of the “**Amended Expiration Date**” set forth in Paragraph 2 of the Second Amendment is hereby deleted in its entirety and replaced with “the earlier of (A) the date on which the New Stadium Complex is conveyed by the County to ECSC in accordance with the terms and conditions of the CCA (which shall not be any earlier than July 1, 2026), or (B) the date on which the CCA is terminated pursuant to the express rights and terms therein; provided that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable.”

3. **Partial Termination.** Paragraph 4 of the Second Amendment, Partial Termination, is hereby deleted in its entirety.

4. **2013 Stadium Lease Financial Obligations.** If the Amended Expiration Date has not occurred by July 31, 2026, the Bills will not have any obligations to pay Annual Rent or Additional Rent or to fund the Capital Improvement Allowance for any periods subsequent to July 31, 2026 and neither the County nor ECSC shall have any further obligations to reimburse Game Day Expenses or Operating Expenses or fund the Capital Improvement Allowance and Working Capital Assistance for any periods subsequent to July 31, 2026.

5. **Effect of Third Amendment.** Except as otherwise modified by this Third Amendment, the 2013 Stadium Lease is hereby ratified and confirmed by the parties in all respects.

6. **Authority.** Each of ECSC and the Bills (and the County by execution of the joinder attached hereto) represents and warrants that (i) it has full power and authority to enter into this Third Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Third Amendment, and the 2013 Stadium Lease, as amended by this Third 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.

7. **Consent of the County.** The County acknowledges receipt of a copy of this Third Amendment and the County consents hereto.

8. **Governing Law; Venue.** Each Party hereby consents to the jurisdiction of the courts of the State of New York and/or the United States District Court for the Western District of

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

9. **Recording.** Upon the execution and acknowledgment hereof, this Third Amendment or a memorandum hereof shall be recorded in the real property records of Erie County, New York.

10. **Counterparts.** This Third 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 Third Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

11. **NFL Approval.** The Parties acknowledge and agree that the terms and conditions of this Third Amendment are subject to final review and approval of the NFL.

*[Signature Pages Follow]*

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

**SUBLESSOR:**

**ERIE COUNTY STADIUM CORPORATION**

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

Name: Steven Ranalli

Title: President

**SUBLESSEE:**

**BUFFALO BILLS, LLC**

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

Name: Terrence M. Pegula

Title: Authorized Signatory

*[Signatures Continue on the Following Page]*

## **JOINDER OF THE COUNTY**

The County hereby executes this joinder to the Third Amendment to the 2013 Stadium Lease for the purpose of re-acknowledging to ECSC and StadCo and confirming its obligation to perform and comply with the obligations arising under the 2013 Stadium Lease, as the same may be amended, as set forth in that certain joinder attached to the 2013 Stadium Lease. The County further acknowledges its consent to the terms and conditions of the foregoing Third Amendment.

### **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