

NON-RELOCATION AGREEMENT

THIS NON-RELOCATION AGREEMENT (this “Agreement”) is entered into as of the _____ day of _____, 20____ (the “Effective Date”), by and among **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 (the “County”), **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, New York 10017-6754 (the “ECSC”), and **BUFFALO BILLS, INC.**, a New York business corporation having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “Bills”), and, solely with respect to Sections 4 and 5(a) hereof, **THE STATE OF NEW YORK** (the “State”).

RECITALS:

WHEREAS, the County is the owner of an approximately 197.65 acre parcel of real property situated in the Town of Orchard Park, New York, which parcel is improved by a football stadium and related amenities (the “Stadium Complex”); and

WHEREAS, under the New York State Urban Development Act, Chapter 174 of the 1968 Laws of New York, as amended (the “Act”), the New York State Urban Development Corporation d/b/a Empire State Development (the “ESDC”) is empowered to lease real property from municipalities and to rehabilitate and improve such real property; and

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

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

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

WHEREAS, pursuant to its rights as a National Football League franchisee, the Bills owns the “Buffalo Bills” football team (the “Team”); and

WHEREAS, pursuant to a certain Agreement of Lease, dated as of October 15, 1971, between the County and the Bills’ predecessor in interest (as amended, the “1971 Original Lease”), the Team used and occupied the Stadium Complex for its home games from 1973, through the expiration of the term of the 1971 Original Lease on July 31, 1998; and

WHEREAS, upon the expiration of the 1971 Original Lease, the County and the ECSC entered into that certain lease dated as of August 1, 1998 (together with all renewals, replacements, modifications and amendments thereof, the “1998 Master Lease”), which expires on July 31, 2013, pursuant to which the County leased the Stadium Complex to the ECSC; and

WHEREAS, pursuant to the 1998 Master Lease, the ECSC and the Bills entered into that certain sublease dated as of August 1, 1998 (together with all renewals, replacements, modifications and amendments thereof, the “1998 Stadium Lease”), for the use and occupancy of the Stadium Complex, through July 30, 2013; and

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

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

WHEREAS, the State has benefited from the presence of the Team at the Stadium Complex through, among other things, receipt of income taxes from Bills employees, increased tourism in Western New York and related revenues and national reputational impacts from the location of an NFL franchise in the region; and

WHEREAS, the parties hereto desire to continue the use by the Bills of the Stadium Complex beyond the expiration date of the 1998 Stadium Lease provided that certain improvements are made to the Stadium Complex; and

WHEREAS, to implement the refurbishment, renovation and improvement of the Stadium Complex, the ECSC, the County and the Bills have entered into that certain Construction Coordinating Agreement dated as of the Effective Date (the “2013 Construction Coordinating Agreement”); and

WHEREAS, pursuant to the terms of the 2013 Construction Coordinating Agreement, the ECSC, the Bills and the County have agreed to pay for such refurbishment, renovation and improvement; and

WHEREAS, the County has leased the Stadium Complex to the ECSC pursuant to that certain lease, dated as of the Effective Date, between the County, as lessor, and the ECSC, as lessee (“2013 Master Lease”); and

WHEREAS, the ECSC has agreed to simultaneously sublease the Stadium Complex to the Bills pursuant to that certain lease dated as of the Effective Date, between the ECSC, as lessor, and the Bills, as lessee (the “2013 Stadium Lease”), with an initial term coincident with the term of the 2013 Master Lease, permitting the Bills to utilize the Stadium Complex for the exhibition of Games; and

WHEREAS, as a material inducement for the County to enter into the 2013 Master Lease, the ECSC to enter into the 2013 Stadium Lease, and the State to provide financial and other support for renovation of the Stadium Complex, the Bills have agreed to enter into this Agreement to assure that the Bills will, during the entire term of the 2013 Stadium Lease, play substantially all of the Games at the Stadium on the terms and conditions as set forth herein; and

WHEREAS, the County, the ECSC and the State have each committed to invest a substantial amount of funds and other resources for the refurbishment, renovation and improvement of the Stadium Complex and each of the County, the ECSC and the State would not do so without assurances from the Bills that the Team will play substantially all of the Games at the Stadium during the entire term of the 2013 Stadium Lease; and

WHEREAS, the refurbishment, renovation and improvement of the Stadium Complex will provide significant economic benefits to the County and the State and their residents and businesses.

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 County, the ECSC and the Bills agree as follows:

1. Recitals and Definitions. The recitals set forth above are true and correct in all respects and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings set forth below:

(a) 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 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).

(b) Alternate Site: The Team shall use good faith efforts to locate a facility in New York State that meets NFL criteria. If no such facility exists, then the Team shall be permitted to arrange for an Alternate Site outside of the State. Notwithstanding the foregoing, any Alternate Site shall be subject to the prior approval of the NFL, in its sole and absolute discretion.

(c) 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.

(d) 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, 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 foreseeable or a result of the acts or omissions of, or in the control of, any Party. "Force Majeure" shall not include any Party's financial inability to perform.

(e) Franchise: The franchise granted by the NFL to the Bills pursuant to which the Bills own and operate an NFL Team.

(f) Game: Any Home Game or Home Playoff Game.

(g) 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, whether now or hereafter in existence.

(h) Home Game: Any Pre-Season Game or 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.

(i) 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.

(j) Lease Year: The twelve (12) month period beginning on the 31st day of July, 2013 and ending on the last day of the twelfth (12th) successive calendar month, and each succeeding twelve (12) month period thereafter during the Stadium Lease Term.

(k) Lien: Any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, 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.

(l) NFL: The National Football League, an unincorporated, nonprofit association, having an office and principal place of business at 345 Park Avenue, New York, New York 10017, and any successor or substitute association or entity of which the Team is a member or joint owner and which engages in professional football competition in a manner comparable to the National Football League.

(m) NFL Rules and Regulations: The Constitution and Bylaws of the NFL, the Articles of Association and Bylaws of the NFL Management Council, any amendments to any such document, any interpretations of any such document issued from time to time by the NFL Commissioner, and all other applicable rules, resolutions or policies as the NFL, the NFL Management Council, or the NFL Commissioner may issue from time to time.

(n) 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 is played in a given Lease Year, encompassing, therefore, all Pre-Season Games, Regular Season Games and Post-Season Games in a given Lease Year.

(o) NFL Team: A professional football team operated pursuant to a franchise granted by the NFL.

(p) Non-Relocation Covenants: The collective covenants made by, and obligations imposed on, the Bills pursuant to Sections 2, 3 and 4 of this Agreement.

(q) Non-Relocation Default: A breach by the Bills of any of the terms, covenants or agreements of Sections 2, 3 and 4 of this Agreement.

(r) Non-Relocation Term: The term of this Agreement, beginning on July 31, 2013, and ending on the Stadium Lease Expiration Date.

(s) Party: Any one of the County, the ECSC or the Bills, and, solely as to Sections 4 and 5(a), the State.

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

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

(v) 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.

(w) 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.

(x) Stadium: The football stadium situated at the Stadium Complex and currently known as "Ralph Wilson Stadium".

(y) Stadium Lease Expiration Date: July 31, 2023, or such earlier date provided for in the 2013 Stadium Lease upon which the Stadium Lease Term shall expire.

(z) Stadium Lease Term: The term of the 2013 Stadium Lease, beginning on July 31, 2013 and ending on the Stadium Lease Expiration Date.

(aa) Untenantable Condition: The existence of any one of the following conditions, including due to any Force Majeure, but only to the extent that the same (if not due to any Force Majeure) is not the direct proximate result of the failure of the Team to perform its obligations as required under this Agreement:

(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 rights comparable to those set forth in this Agreement; or

(ii) The use or occupancy of any material portion of the Stadium is not permitted or is materially restricted beyond customary levels by Applicable Law or otherwise is unsuitable for customary usage, including any denial of access; or

(iii) The playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or

(iv) More than twenty percent (20%) of the total seating capacity of the Stadium is not available for use or is otherwise unsuitable or unsafe for use for Games.

2. Games to be Played at Stadium.

(a) Playing of Games. Bills covenant and agree that at all times during the Non-Relocation Term, at least fifty percent (50%) of the Team's Regular Season Games will be designated as Home Games. Subject to the exceptions specified in Section 2(b) herein, unless each of the County and ECSC shall have given prior written consent to the playing of any Game at a different location or locations (other than the Stadium), which consent shall be within the sole and absolute discretion of each of the County and ECSC, all Games shall be played at the Stadium.

(b) Exceptions to Home Games Played at Stadium. Notwithstanding the provisions of Section 2(a), Bills shall have the right, without first obtaining the ECSC or County's prior consent, to: (i) cause the Team to play any Game at an Alternate Site if there exists an Untenantable Condition at the Stadium, provided that the Bills shall promptly furnish notice to each of the County and ECSC in the event of the existence of an Untenantable Condition, which notice shall identify the Untenantable Condition and the number of days and Games expected to be played at such Alternate Site, and provided further that the length of time such relocation may continue may be no longer than is commercially reasonable to eliminate the existence of the Untenantable Condition; (ii) for each Lease Year, cause the Team to play one (1) Regular Season Home Game at Rogers Centre in Toronto, Ontario, or such other location in Southern Ontario or Western New York (other than the Stadium) as determined by the Bills; (iii) in every alternate Lease Year, cause the Team to play one (1) Pre-Season Home Game at Rogers Centre in Toronto, Ontario, or such other location in Southern Ontario or Western New York (other than the Stadium) as determined by Bills; and (iv) if the Team is selected by the NFL to play a Home Game at an international venue, other than as contemplated by Section 2(b)(ii) herein, cause the Team to play one (1) Regular Season Home Game at such international venue once during the Non-Relocation Term.

3. Maintenance of the Team and the Franchise.

(a) During the Non-Relocation Term, the Bills shall: (i) keep and maintain the Team as a validly existing and participating NFL Team under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing and participating NFL Team under NFL Rules and Regulations; (iii) keep and maintain the Stadium as the facility designated to and by the NFL as the home facility for the Team; (iv) except as otherwise provided in Section 2(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 of New York as a domestic or duly qualified foreign business in good standing under all Applicable Law.

(b) Subject to the provisions of Section 2(b), during the Non-Relocation Term, without the prior written consent of the County and the ECSC, which consent shall be within the sole and absolute discretion of each of the County and the 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 Non-Relocation 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 Non-Relocation 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 clause (A), (B), (C) and/or (D) above, (x) during the pendency of an arbitration proceeding in which the Bills are seeking to terminate the Stadium Lease in accordance with its terms or (y) to the extent that the relocation or other action described in such clause would first take effect after the Non-Relocation 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 2(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 Non-Relocation Term to a location other than the Stadium.

4. Transfer of Franchise. The Bills may, at their sole election and at any time or from time to time, assign, sell or otherwise transfer, or grant or place a Lien upon, the Franchise and/or any ownership rights therein; provided, however, that any such assignment, sale or transfer, or grant or placement of a Lien, shall be (a) conditioned on the Person who acquires the 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 the Bills under this Agreement, including compliance in all respects with the Non-Relocation Covenants, so that any Person who acquires all or any portion of the 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 Franchise and/or any ownership rights therein, subject to all of the Non-Relocation Covenants and the other terms of this Agreement, and such Person shall thereafter be deemed to be the Bills for purposes of this Agreement.

5. Specific Enforcement; Liquidated Damages.

(a) The Parties acknowledge that: (i) the Bills' obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential consideration for this Agreement 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, the ECSC or the State may be able to replace the Team; and (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the State, the County, the ECSC and the Western New York community would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against 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 this Agreement notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the County, the ECSC and the State acknowledge and agree that, in the event of a Non-Relocation Default, or the threat of a Non-Relocation Default, the County, the ECSC and/or the State, as the case may be, shall seek equitable relief before attempting to avail itself or themselves of the liquidated damages provisions set forth in Section 5(b), provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Additionally, based on the foregoing, the Bills hereby agree as follows:

(i) The County, the State and/or the ECSC shall be entitled to obtain injunctive relief prohibiting action, directly or indirectly, by the Bills that causes or would reasonably be expected to cause a Non-Relocation Default, or mandating action that averts or will avert a Non-Relocation Default, or enforcing any covenant, duty or obligation of the Bills through specific performance. The County, the State and/or the ECSC shall further be entitled to seek declaratory relief with respect to any matter under this Agreement.

(ii) That obligations are being incurred to make the Stadium available for Games during the term of the 2013 Stadium Lease and that any Non-Relocation Default shall constitute irreparable harm to the County, the ECSC and the State for which monetary damages or other remedies at law will not be an adequate remedy.

(iii) That the rights of the County, the ECSC and/or the State to injunctive relief as a result of a Non-Relocation Default, as set forth in this Section 5 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 the Bills, and that this Agreement is not an "executory contract" as contemplated by Section 365 of the United States Bankruptcy Code.

(iv) That in any proceeding seeking relief for a Non-Relocation Default, any requirement for the County, ECSC and/or the State to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived.

(b) The Bills acknowledge and agree that, if upon the occurrence of a Non-Relocation Default, equitable relief is not granted by a court of competent jurisdiction for any reason, or is otherwise unavailable, the payment by the Bills of liquidated damages is the next most appropriate remedy. Therefore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5(a) above, the Bills shall pay liquidated damages to the County and the ECSC, in the aggregate, in the amount of Four Hundred Million (\$400,000,000) Dollars; provided, however, that in no event may the County or the ECSC seek or obtain such liquidated damages or any portion thereof, if the actions taken by the Bills in contravention of the Non-Relocation Covenants occur after the expiration of the Non-Relocation Term. It is specifically contemplated by the Parties that in the event the Non-Relocation Term expires, this Agreement and the Non-Relocation Covenants herein shall be terminated as of the Stadium Lease Expiration Date without affecting any obligation, for liquidated damages or otherwise, arising from any Non-Relocation Default which occurred prior to such Stadium Lease Expiration Date.

(c) In determining the amount of liquidated damages provided for in Section 5(b) herein, it is acknowledged and agreed that the Parties have exercised great care to make a reasonable forecast of direct damages allowable by law that may arise from the breach of this Agreement by the Bills, taking into due consideration: (i) the loss of taxes attributable to Team operations; (ii) the extraordinary involvement, covenants and expense of the public in securing the Team's commitment to play the Games at the Stadium for the Non-Relocation Term; (iii) the consequent reduction in value of the Stadium Complex arising from the absence of the Team; (iv) the substantial economic benefit conferred

upon the Team through the 2013 Stadium Lease intended to assure that the Team will play all of its Games in the Stadium for the Non-Relocation Term; (v) the detrimental effects of a breach on the Western New York community; and (vi) the loss of revenues to the Western New York community and the State. Upon a Non-Relocation Default, if injunctive relief or specific performance as provided in Section 5(a) is not granted or available to either the County, the ECSC or the State, liquidated damages shall be paid by the Bills in immediately available funds in a lump sum not later than thirty (30) days from the date of the Non-Relocation Default. The Parties acknowledge that the reasonable forecast of direct damages provided in Section 5(b) is not an exact measure of actual damages, as such an exact measure would be infeasible to estimate or forecast with precision.

(d) If, upon a Non-Relocation Default, equitable relief fashioned to require the Team to play Games in the Stadium is not granted by a court of competent jurisdiction for any reason, or is not otherwise available, the Bills, for themselves and their successors, assigns and Affiliates, hereby waive any right, arising hereunder, at law, in equity or otherwise, to object to or otherwise challenge the validity, appropriateness or legitimacy of liquidated damages as the remedy for such Non-Relocation Default.

(e) Notwithstanding anything to the contrary set forth herein, the County and the ECSC specifically consent to and agree that neither Party shall be permitted to enforce the provisions of this Agreement against the Bills, including, without limitation, the equitable remedies or liquidated damages provisions set forth in Sections 5(a) or 5(b) herein, except with respect to conduct engaged in by the Bills prior to the Stadium Lease Expiration Date constituting or resulting in a Non-Relocation Default.

6. All Remedies. If, upon a Non-Relocation Default, the equitable remedies and liquidated damages provided for in Section 5 herein are unavailable for any reason, each of the County and the ECSC shall be entitled to pursue all other legal and equitable remedies against the Bills, whether or not such other remedies are specifically set forth in this Agreement; provided, however, that any damages or money judgment obtained in any such legal or equitable proceedings shall not exceed the amount of liquidated damages that the County and the ECSC would have been entitled to receive pursuant to Section 5(b) herein but for such unavailability. All such other legal and equitable remedies are cumulative and may be exercised concurrently, successively, or in any order.

7. Termination of Agreement. This Agreement shall terminate upon the Stadium Lease Expiration Date; provided, however, that no such termination or cancellation shall relieve the Bills of any obligation for liquidated damages arising or accruing pursuant to this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, for clarity the County and the ECSC specifically consent and agree that neither Party shall be permitted to enforce the provisions of this Agreement against the Bills, including, without limitation, the equitable remedies or liquidated damages provisions set forth in Sections 5(a) or 5(b) herein, except with respect to any conduct engaged in by the Bills prior to the expiration of the Non-Relocation Term, which conduct constitutes or results in a Non-Relocation Default.

8. Miscellaneous.

(a) No Construction Against Drafting Party. The Parties acknowledge that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by facsimile transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth in Schedule 8(b) attached hereto (such facsimile notice to be effective on the date that confirmation of such facsimile transmission is received); provided that any Party may designate in a writing to any other party any other address or telecopier number to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding. Without limiting the generality of the foregoing, the covenant of the Bills in Section 2(a) is separate and independent from each other covenant contained herein.

(d) 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, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement 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, including, solely as to modifications to Sections 4 or 5(a), the State.

(e) Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. To the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions. The captions of the various articles and sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such articles or sections.

(g) Governing Law; Jurisdiction and Venue.

(i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law.

(ii) Each Party hereby agrees that all actions or proceedings arising directly or indirectly out of this Agreement shall be litigated only in the Supreme Court of the State of New York, Erie County, or the United States District Court for the Western District of New York. Each Party expressly submits and consents in advance to such jurisdiction and 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 Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 8(b). Each Party agrees not to institute suit arising out of this Agreement against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Agreement kept in the County's, the ECSC's or the Bills' course of business may be admitted into evidence as an original.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns. This Section shall not affect or reduce the obligations of the Bills under Section 4.

(i) No Assignment. Except to a transferee of the Franchise in accordance with Section 4, neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all the non-assigning Parties; provided, however, that ECSC may assign this Agreement to an Affiliate or to another public benefit corporation of the State upon two (2) business days' prior to written notice to the Bills.

(j) Counterparts. This Agreement 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 Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

(k) 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.

(l) Authority. The Bills, the ECSC, the County and, solely as to Sections 4 and 5(a), the State each represent and warrant that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement 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.

(m) No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, other than the State as specified herein, any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the Parties have executed this Non-Relocation Agreement as of the date and year first above written.

COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

APPROVED AS TO FORM:

By: _____
Name: _____
County Attorney

APPROVED AS TO CONTENT:

By: _____
Name: _____
Deputy County Executive

[*Signatures continue on following page*]

ERIE COUNTY STADIUM CORPORATION

By: _____

Name:

Title:

[*Signatures continue on following page*]

BUFFALO BILLS, INC.

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED
AS TO SECTION 4& SECTION 5(a) ONLY:

STATE OF NEW YORK

By: _____
Name:
Title:

STATE OF NEW YORK)

: SS.

COUNTY OF NEW YORK)

On the ____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 NEW YORK)

On the ____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 NEW YORK)

On the ____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared Ralph C. Wilson, Jr., 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 NEW YORK)

On the ____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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

SCHEDULE 8(b)

[To be confirmed]

To the County:

County Executive
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Telephone: (716) 858-8400
Telecopier: (716) 858-4911

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

Department of Public Works
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: Commissioner of Public Works
Telephone: (716) 858-8306
Telecopier: (716) 858-8303

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) 858-2200
Telecopier: (716) 858-2299

To the ECSC and State:

c/o Empire State Development
633 Third Avenue
New York, New York 10017-6754
Attention: General Counsel
Telephone: (212) 803-3750
Telecopier: (212) 803-3775

To the Bills:

63 Kercheval Avenue, Suite 200
Grosse Pointe Farms, Michigan 48236
Attention: Jeffrey C. Littmann, Treasurer
Telephone: (313) 885-5248
Telecopier: (313) 885-5209

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

Lipsitz Green Scime Cambria LLP
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
Attention: Michael Schiavone, Esq.
Telephone: (716) 849-1333, ext. 309
Telecopier: (716) 854-3013