

**MEMORANDUM OF UNDERSTANDING
AMONG
BUFFALO BILLS, LLC
ERIE COUNTY STADIUM CORPORATION
AND
COUNTY OF ERIE**

This memorandum of understanding (this “MOU”), which is entered into as of March 29, 2022 among Buffalo Bills, LLC (together, with its stadium affiliate, the “Bills”), County of Erie (the “County”), and the New York State Urban Development Corporation d/b/a Empire State Development, the sole shareholder of Erie County Stadium Corporation (“ECSC”), sets forth the principal understandings of the parties and the actions planned by each regarding construction, development and lease of a new stadium (the “New Stadium”) in Orchard Park, New York (“Orchard Park”).

I. INTRODUCTION

A. It is the desire of the Bills, the County, ECSC, the State of New York (the “State”) and the numerous fans of the Buffalo Bills, that the National Football League (the “NFL”) franchise known as the Buffalo Bills (the “Team”), remain in the County.

B. The Team has been an important part of the State for more than 61 years, having entered the American Football League in 1960. The Team brings pride, distinction, and a sense of community to the State.

C. Pursuant to that certain 2013 Master Lease between the County and ECSC, dated as of May 6, 2013 (the “2013 Master Lease”), the County leases the current stadium in Orchard Park (the “Current Stadium”) and related amenities (the “Current Stadium Complex”) to ECSC. ECSC in turn subleases the Current Stadium Complex to the Bills pursuant to the 2013 Stadium Lease dated as of May 6, 2013 (the “2013 Stadium Lease”), the term of which expires on July 30, 2023, which the parties intend to extend as reasonably may be necessary on a year-to-year basis until substantial completion of the New Stadium as further detailed below.

D. The parties desire to construct and develop the New Stadium and related amenities (the “New Stadium Complex”) in Orchard Park using the Current Stadium Complex a copy of which is attached hereto as Schedule A and the additional real estate which the parties may include and depict on a map to be attached as a schedule to the New Stadium Lease (collectively the “New Stadium Site”) and in accordance with the preliminary program basic program elements for the design and construction of the New Stadium (the “Project Program Statement”) establishing the minimum criteria for the New Stadium attached hereto as Schedule B. The CCA (as defined below) will include a final Project Program Statement consistent with the standards described in Schedule B.

E. The parties intend that the New Stadium and its components will be constructed as a first-class facility that will be competitive based on objective metrics with other comparably-sized, publicly-financed and owned, multiuse, outdoor sports and

community venue projects recently constructed both nationally and internationally, and, although designed and constructed primarily for use as the home field of the Team, the New Stadium will be programmed as a multipurpose facility.

F. The County will convey the real property for the New Stadium Site (the value of which shall be determined at a later date) to ECSC at no cost to ECSC, subject to an easement in favor of the County on, over, across and in all of such real property which includes the right and privilege, but not the obligation or duty, to ascertain site conditions and/or inspect and gain access, as necessary, to the New Stadium improvements in order to facilitate the County's obligations to provide New Stadium Site security and compliance by the ECSC and the Bills with applicable County local laws, building codes, rules and regulations and such further matters as the parties deem appropriate. ECSC will own the New Stadium Site and the New Stadium. ECSC will then lease the New Stadium Site and New Stadium to the Bills pursuant to the terms and conditions in the New Stadium Lease (as defined below).

G. The parties acknowledge that the 2013 Stadium Lease and Non-Relocation Agreement dated May 6, 2013 (the "2013 Non-Relocation Agreement") will expire on July 30, 2023 and thus engaged in good faith negotiations in connection with this MOU, and further acknowledge the need to engage expeditiously in negotiations in connection with (i) a new stadium lease between the Bills and ECSC with respect to the Bills' use of the New Stadium to play its NFL home games (the "New Stadium Lease"), (ii) a construction coordinating agreement with respect to the construction and development of the New Stadium by the Bills (the "CCA"), (iii) a non-relocation agreement with respect to the Team remaining in the County and playing all of its NFL home games at the New Stadium (subject to Section III(C) below) (the "Non-Relocation Agreement"), (iv) an extension of the 2013 Stadium Lease ("Extension Agreement"), and (v) a Community Benefits Agreement ("CBA"), applying an inclusive process to document within the CBA the commitments to be made by the parties that will ensure the New Stadium will benefit not only the Team, but all segments of the local community including the historically underserved communities within the County, such New Stadium Lease, CCA, Non-Relocation Agreement and CBA to include the terms and conditions set forth in this MOU.

II. OBLIGATIONS OF THE BILLS TO REMAIN IN ERIE COUNTY

A. Prohibition on Relocation: The New Stadium Lease shall be subject to the terms of the Non-Relocation Agreement among the Bills, the County, ECSC and the State, which will provide, among other things that the Bills covenant to play all of its NFL Home Games in the New Stadium throughout the entire 30-year term of the New Stadium Lease (other than up to one NFL International Series game per season, as described below). The Non-Relocation Agreement shall be effective upon execution of the New Stadium Lease.

B. Non-Relocation Agreement Legal Remedies: If the Bills attempt to violate the Non-Relocation Agreement, the legal remedies shall include specific performance rights and declaratory or injunctive relief to prevent such prohibited relocation. In the unlikely event injunctive relief is not granted or available to the County, ECSC or the State for a breach of the Non-Relocation Agreement during the Term (as defined below) of the

New Stadium Lease, the Bills will be subject to an amount of liquidated damages, which amount shall be limited to the amount of the public contribution (including debt and any amounts spent from the Capital Improvement Fund and the Maintenance and Repair Fund) and shall decline substantially beginning in year 15 of the New Stadium Lease and in equal amounts each year thereafter throughout the term of the lease to zero at the end of the term, as more specifically described in the Non-Relocation Agreement. In addition to the foregoing, upon a breach of the Non-Relocation Agreement, the Bills shall (x) be liable for costs to demolish the New Stadium if such demolition is desired by ECSC within twelve (12) months following a breach (subject to any ongoing legal proceedings regarding such breach) and (y) lose any and all rights to the funds in the Capital Improvement Fund (as defined below). The parties acknowledge that: (i) the Bills' obligations under the Non-Relocation Agreement are unique, are the essence of the bargain and are essential consideration for the agreements being entered into by the parties; (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; (iii) the determination of damages caused by a default of the Non-Relocation Agreement, 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; and (iv) there would be irreparable harm to the State, the County and ECSC if the Non-Relocation Agreement is breached.

C. Commencing upon the full execution of this MOU through the earlier of (i) September 1, 2022 or (ii) failure of the New York State legislature to approve the transaction contemplated by this MOU, the Bills are hereby prohibited from engaging in any discussions with any third parties which would result in the relocation of the Team to a location other than the Current Stadium, which relocation is in violation of the 2013 Non-Relocation Agreement and will take effect prior to the expiration of the 2013 Stadium Lease. Notwithstanding the foregoing, the September 1, 2022 date shall be extended 45 days if definitive agreements have not been reached and the parties continue to negotiate in good faith.

III. NEW STADIUM LEASE TERM AND EXTENSION OF 2013 STADIUM LEASE TERM

A. The Bills currently occupy the Current Stadium pursuant to the 2013 Stadium Lease. Because the 2013 Stadium Lease expires on July 30, 2023, ECSC and the County wish to secure the commitment of the Bills to continue to present the Team's NFL contests in the County and the Bills wish to secure the New Stadium pursuant to the terms of the New Stadium Lease.

B. The parties intend to negotiate and execute the New Stadium Lease for the use of the New Stadium by the Team for a thirty (30) year term (the "Term") beginning upon substantial completion of the New Stadium on the terms and conditions outlined herein.

C. The parties also intend (subject to the exceptions below) to extend the term of the 2013 Stadium Lease from July 30, 2023 on a year-to-year basis until substantial

completion of the New Stadium (the “Extension Period”) so that the Team may continue to play its NFL home games at the Current Stadium until the New Stadium is complete. Notwithstanding the foregoing, in accordance with NFL Rules and Regulations and such other rules and policies as the NFL may issue from time to time, the Team shall be entitled to play, and the foregoing shall not prevent or prohibit the Team from playing up to one (1) of its NFL home games outside of the Current Stadium as part of the NFL International Series during each NFL season, provided that any such exempt NFL home game shall (i) only be played outside of the United States, pursuant to the NFL International Series and (ii) not include postseason games or the Super Bowl. For the avoidance of doubt, provided that the County is not in breach of the 2013 Stadium Lease (including as amended pursuant to the terms hereof), the Bills agree to extend the 2013 Stadium Lease each lease year through substantial completion of the New Stadium. The County and the Bills will conduct necessary maintenance as required in connection with their respective obligations under the 2013 Stadium Lease. In addition, the County will conduct annual inspections to assess the condition of the upper deck of the Current Stadium and the County, the Bills and ECSC will determine what, if any, remedial improvements are necessary to ensure the structural integrity of the upper deck and shall make any and all remedial improvements necessary to ensure the structural integrity of the upper deck during the Extension Period. The Bills will have the option to terminate the 2013 Stadium Lease prior to the end of the Extension Period only if the New Stadium is complete prior to the end of the Extension Period or if the parties mutually agree there is a health and safety risk to continue playing in the Current Stadium. If the parties mutually agree there is a health and safety risk to continue playing in the Current Stadium, the Bills must continue to play in the State unless the parties mutually agree that there is no suitable facility in the State where NFL games can be played, provided that the NFL must approve any such facility in its sole discretion. Notwithstanding the foregoing, such facility must be in the contiguous United States unless all parties and the NFL agree in writing. Upon completion of the New Stadium and the expiration of the Extension Period, or early termination thereof, the Bills shall demolish the Current Stadium. Notwithstanding the foregoing, should the Bills wish to continue to use any amenities in the Current Stadium Complex (after demolition of the Current Stadium) for team operation purposes, including but not limited to a practice/training facility, business office space and medical facility, the parties shall enter into a new lease incorporating the applicable terms and conditions in the 2013 Stadium Lease for the Bills use of such site for such purposes at no additional cost to the Bills. Neither the County nor ECSC will have any financial obligations related to such use by the Bills other than the financial obligations described in Section V below.

IV. NEW STADIUM CONSTRUCTION AND CONTRIBUTIONS

A. Upon execution of this MOU, the Bills shall immediately hire and retain the services of an architectural firm, engineering firm and design firm at their own risk in connection with the provision of certain pre-construction services related to architectural, design, engineering, surveying, environmental, code compliance, ADA compliance and construction planning (collectively, the “Pre-Construction Work”). The costs incurred by the Pre-Construction Work shall be (i) included in the Project Budget described below; (ii) subject to the approval of ECSC and the County (such approvals not to be unreasonably

withheld); and (iii) shall, to the extent paid directly by the Bills, shall be included as part of its pro-rata contribution to the New Stadium, as further specified below in Section IV(B).

B. The cost of constructing the New Stadium in accordance with the Project Program Statement, including demolition of the existing stadium, pre-construction work, infrastructure, parking, additional design, engineering, management, bond and other soft costs and the project contingency reserve, but excluding any interest expense which will be the separate obligation of each party in addition to their obligations herein, is estimated to be \$1.4 billion (the “Project Budget”). The parties shall contribute capital towards completion of the New Stadium pursuant to a payment schedule to be set forth in the CCA under which (i) the Bills shall pay for all architectural and other pre-construction costs, which shall be included as part of the Bills pro-rata contribution to the New Stadium, and (ii) following commencement of construction, the parties shall fund expenditures on a pro-rata basis based on the initial Project Budget until the County and ECSC contributions have been expended. ECSC shall retain the sole and exclusive right to sell personal seat licenses (“PSLs”) and shall appoint the Bills as its exclusive agent to market and sell PSLs on its behalf. The net proceeds (less interest, fees and expenses) from the sale of PSLs shall be used as a component of the financing for the construction of the New Stadium. The Project Budget will be paid with the following sources of funds:

ECSC:	\$600 million
County:	\$250 million
Bills:	The remainder of the Project Budget, less any net proceeds from the sale of PSLs that are contributed to the New Stadium.

The Bills will bear the monetary risk related to cost overruns beyond the Project Budget encountered during the construction of the New Stadium, including any cost overruns related to changes made to the Project Program Statement, but excluding cost overruns caused solely by the material actions or inactions (as such terms shall be defined in the CCA) of the County or ECSC, which costs shall be borne by the responsible party.

The parties agree to perform a cost segregation study, at the expense of the Bills, in connection with the construction of the New Stadium (the “Study”). The Study shall identify the qualifying personal property assets included in the New Stadium. The parties agree that (i) the qualifying personal property assets shall be allocated to the Bills, to the extent of the Bills’ contribution, and (ii) the cost of the New Stadium classified as land shall be allocated to the County; provided, however, that the foregoing allocations shall be effective only to the extent that the County receives an opinion from its bond counsel that such allocations will not adversely affect the exclusion from gross income of any outstanding tax-exempt bond of the County and will not jeopardize the County’s ability to issue tax-exempt bonds to finance its share of the New Stadium. To the extent that the County’s bond counsel is unable to give such opinions, the County, ECSC and the Bills

shall mutually agree to alternative allocations which alternative allocations are consistent with the terms of this MOU.

C. The County will convey the New Stadium Site to ECSC and ECSC will lease the New Stadium Site to the Bills under the New Stadium Lease.

D. Upon execution of the New Stadium Lease, Non-Relocation Agreement, the CCA, and the CBA, the Bills, the County and ECSC will, pursuant to terms set forth in the CCA, make their pro rata shares of funding available to a disbursement account to fund all work related to the completion of the New Stadium (the "Construction Work").

E. The Bills shall provide adequate assurances, either in the form of a completion guaranty or qualified surety, to the County and ECSC for the completion of the New Stadium, pursuant to which such guarantor will guaranty the Bills' obligation to complete the Construction Work, either by specific performance or by funding all costs accrued by ECSC and the County if such parties choose to complete the Construction Work if the Bills fail to do so.

F. All Construction Work shall be done in compliance with all applicable laws (including, but not limited to, the Americans with Disabilities Act) and all public procurement rules, as further detailed in Section VIII below. The County and ECSC shall have the right to oversee all Construction Work to ensure such Construction Work is in compliance with the minimum requirements set forth in the Project Program Statement, as further detailed in Section VI below.

G. The parties believe that completion of the Construction Work will benefit from a Project Labor Agreement ("PLA"). Given the collective scope of the New Stadium and other improvements, the length of the construction period and the relatively short construction seasons as influenced by weather and the NFL schedule, a PLA will be an efficient delivery system for the Construction Work. Simultaneously with negotiations of definitive agreements to carry out the objectives of this MOU, the Bills shall negotiate a PLA with the Building and Construction Trades Council of Buffalo, New York and Vicinity, AFL-CIO, on behalf of its affiliated local unions. The PLA shall be incorporated into the CCA governing the construction of the New Stadium. For the avoidance of doubt, the Construction Work will be subject to Article 8 of the New York Labor Law in all respects, including, but not limited to, the payment of prevailing wages.

V. NEW STADIUM LEASE TERMS AND CONDITIONS

The New Stadium Lease shall contain terms and conditions substantially similar to the terms and conditions in the 2013 Stadium Lease with the following exceptions and such other exceptions as may be negotiated:

A. The Bills will at all times have the exclusive right, power, authority and obligation to direct all aspects of the operation, management, maintenance, supervision, and control of the income or revenue producing activities at the New Stadium. Except for the financial obligations described in this Section V, the Bills will be responsible, pursuant to the New Stadium Lease, for all costs associated with the New Stadium Complex.

B. During each lease year of the Term, the County and ECSC shall be obligated to contribute to a Capital Improvement Fund as described in this Section V(B). As more specifically described in the New Stadium Lease, the Bills shall be able to use the Capital Improvement Fund at the New Stadium Complex for (i) capital items, features, components and other elements of the New Stadium Complex not included in the construction of the New Stadium Complex as constructed in accordance with the CCA, and any capital repairs and replacements of any capital items, features, components and other elements (such uses identified in clause (i), “Capital Improvements”), and (ii) expenses related to security and utilities for events at the New Stadium, provided that the Bills may only use a maximum of one-third (1/3) of the total amount contributed by ECSC to the Capital Improvement Fund each year for expenses identified in this clause (ii).

The County and ECSC shall fund the Capital Improvement Fund by (i) a \$6 million annual ECSC contribution, adjusted annually by CPI (subject to a maximum year-over-year increase of 2.2% in any one year) and (ii) revenue generated by surcharges which the parties agree to implement upon ticketing, parking and concessions at the New Stadium (collectively, the “Surcharges Revenue”), which shall be deemed the County’s contribution to the Capital Improvement Fund. For the avoidance of doubt, at no time shall the County’s contribution to the Capital Improvement Fund exceed the amount of Surcharges Revenue generated in any lease year. The percentage rates of the surcharges shall be memorialized in the New Stadium Lease. The Surcharges Revenue is anticipated to equal approximately \$4 million for the first lease year of operation of the New Stadium, which amount is anticipated to increase on an annual basis as revenues and pricing increase. The County and ECSC shall have reasonable approval rights, not to be unreasonably delayed, conditioned or withheld, over the expenditures from the Capital Improvement Fund; provided however, that in the event of a bona fide disagreement among the parties, the parties shall pursue the conflict resolution procedures to be described in the New Stadium Lease, provided that there shall be a dollar threshold for such procedures to apply.

C. ECSC shall be obligated to contribute to a Maintenance and Repair Fund in the amount of \$6.67 million per year for 15 years. As more specifically described in the New Stadium Lease, the Bills shall be able to use the Maintenance and Repair Fund for Capital Improvements, maintenance, and any other repairs at the New Stadium Complex (for the avoidance of doubt, excluding the cost of Bills labor or janitorial costs).

D. The Bills shall pay base rent in the amount of \$900,000 on an annual basis, such rent when paid, shall be credited as a contribution to the Capital Improvement Fund.

E. Each lease year during the New Stadium Lease term, the Bills shall authorize ECSC and the County to make use of Team logos and trademarks valued at \$800,000 per lease year in connection with materials and goods sold, distributed and otherwise used in connection with the promotion of the Buffalo, New York area by ECSC and the County. Such use shall be subject to NFL Rules and Regulations and the prior approval of the Bills, in each instance, which approval may not be unreasonably withheld or delayed. In addition, during each lease year, the State and the County shall be given access to that portion of the Stadium (to be depicted in the New Stadium Lease) to be used by the State and the County for purposes of encouraging and fostering economic

development, tourism and public awareness for the State, the County and Western New York, and for other charitable or public functions during events that are scheduled at the New Stadium.

F. The County shall provide police presence on game day consistent with the 2013 Stadium Lease and that certain security agreement (the “2013 Stadium Security Agreement”), reimbursement costs associated with such police presence to be described in greater detail in the New Stadium Lease.

G. Subject to the prior approval of the County and ECSC, such approval not to be unreasonably withheld, the Bills shall have the right to name, or contract with any person or entity on such terms as the Bills may determine, consistent with past practices with respect to the naming of the New Stadium 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 of the New Stadium Lease, (ii) shall be consistent with the NFL's policy with respect to the promotion and image of professional football, and (iii) shall not unreasonably cause embarrassment to the County or ECSC (such as names containing slang, barbarisms or profanity; names that could be construed to encourage the use of beer or other alcoholic beverages by minors or the use of tobacco by persons of any age; or names that relate to illegal drugs or any sexually oriented business or enterprise). Notwithstanding the foregoing, the naming rights partners of the Current Stadium complex are approved by the County and ECSC to be partners at the New Stadium complex.

H. Substantially similar to past practices and subject to the CBA, the Bills shall have control over advertising and concession rights at the New Stadium; provided, however, that the Bills shall not be required to solicit or obtain County or ECSC approval for existing or future advertising signage at the New Stadium, as long as such signage shall: (i) not violate any applicable law; (ii) not cause unreasonable embarrassment to the State, County or ECSC; and (iii) not contain slang, barbarisms, profanity, encourage use of alcohol by minors or tobacco by anyone, or reference illegal drugs or sexually oriented businesses.

I. In those instances in which ECSC or the County seeks to sell admission to any civic event, ECSC or the County must use the Bills’ authorized ticket vendor to complete such sales, at ECSC’s or the County’s sole cost. ECSC and the County will retain all net revenues generated during any civic event.

J. The New Stadium Lease shall contain updated insurance requirements to the extent mutually agreed upon by the County, ECSC and the Bills.

K. The parties shall negotiate the CBA, under which the Bills shall provide various community benefits to the County, ECSC, and the public sector, including but not limited to the following, as more specifically described in the CBA (a) making the New Stadium (or such portion thereof as the County or ECSC shall direct in its request therefor) available for up to five (5) civic events per year for the County upon reasonable advanced notice and on dates reasonably agreed to by the Bills (provided that there shall be no conflict with the Bills use of the New Stadium), as to be more fully set forth in the New

Stadium Lease, (b) granting to the County use of a suite in the New Stadium for Bills games and other events for which the Bills control ticketing, as well as tickets and parking passes, to be used for tourism promotion and economic development purposes, (c) donating tickets and parking passes for every Bills home game, and (d) certain other community benefits and charitable efforts to be agreed to by the parties.

L. ECSC and the State shall have the right to use the New Stadium for State-sponsored civic-oriented events (“State Events”) during every year of the Initial Term (and any Renewal Options, if applicable). ECSC shall provide written notice of the date of the State Event to the Bills and such State Event shall not conflict with any NFL events. Unless agreed otherwise, the Bills (or its sublicensed vendors) shall be responsible for staffing, managing, and operating the New Stadium during all State Events. ECSC shall reimburse the Bills for all actual costs and expenses incurred in connection with or attributable to the use of the New Stadium or New Stadium Complex for a State Event.

VI. APPROVAL OF STADIUM CONSTRUCTION WORK

The Bills shall design, develop and construct the New Stadium in accordance with the Project Program Statement attached hereto as Schedule B. Any deviations below the minimum requirements set forth in the Project Program Statement shall require the approval of the County and ECSC.

VII. ENVIRONMENTAL MATTERS

The County shall be designated as the lead agency under the New York State Environmental Quality Review Act (“SEQRA”) and responsible for coordinating review of all permits and approvals required under SEQRA, and any applicable state or local building codes and zoning ordinances. As may be applicable, the County agrees to use reasonable efforts to expedite the SEQRA process and shall also be the responsible party to coordinate any non-environmental permitting, regulatory and construction matters.

VIII. COMPETITIVE BIDDING

All Construction Work shall be subject to the competitive bidding rules and laws of the County, including appropriate provisions for the participation of qualified MBE/WBE subcontractors and an apprenticeship program. The Bills shall provide State certified MBE/WBE goals in accordance with NYS Executive Law Section 15-a and Service-Disable Veteran-Owned Business (“SDVOB”) goals in accordance with NYS Executive Law Section 17-B. Similar to the 2013 Construction Coordinating Agreement, dated May 6, 2013, by and among the County, ECSC and the Bills (the “2013 CCA”), the CCA shall include an affirmative action plan similar to the Affirmative Action Plan (as defined in the 2013 CCA). The Bills shall implement the affirmative action plan and report to ECSC and County on such implementation, with ECSC overseeing such implementation.

IX. NONBINDING AGREEMENT

Except for Section II.C., the foregoing does not constitute a binding agreement between the Bills, ECSC and the County, as numerous (a) approvals and consents, including, without limitation, consent by the NFL in form satisfactory to the Bills, must be obtained and (b) agreements containing significant terms and conditions not mentioned herein must be negotiated and executed. Nothing herein shall be construed as committing the County or ECSC to approve the acquisition, construction, equipping or financing of the New Stadium and other construction matters contemplated hereunder until such time as all of the requirements of SEQRA have been satisfied. Further, the foregoing does not constitute a final agency action for the purposes of the SEQRA and all relevant environmental laws will be complied with as appropriate. Nevertheless, this MOU will serve as the basis upon which all of the parties intend to proceed to expend time and resources to obtain such necessary approvals and consents and to negotiate and execute the agreements required to accomplish the tasks outlined herein.

X. COUNTY AND ECSC ACTION AND OBLIGATIONS

Upon execution of this Agreement, each of the County and ECSC shall use reasonable efforts to secure all legislative, executive and regulatory approvals and budgetary allocations from, and similar actions of, the applicable governmental authorities as are necessary to meet the County's and ECSC's respective obligations hereunder, including the State of New York; provided, however, that in no event shall either the County or ECSC implement any such legislative, executive or regulatory approvals until such time as the Bills have executed the New Stadium Lease, the Non-Relocation Agreement, the CCA and the CBA. The date for construction to commence (currently anticipated not later than April 1, 2023) is essential due to the obligations and expenditures of the parties, and the parties agree that performance under this MOU shall be required promptly and with due regard to the conditions of performance of the other parties in reliance thereon.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, and each counterpart, once executed, shall have the efficacy of a signed original. True and correct copies of signed counterparts may be used in place of originals for any purpose. A facsimile or a PDF copy of an original signature transmitted to the other party is effective as if it was an original.

[Signature page follows immediately]

BUFFALO BILLS, LLC

COUNTY OF ERIE

By: Terrence M Pegula
Name: Terrence M Pegula
Its: owner

By: _____
Mark C. Poloncarz
Its: County Executive

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
(sole shareholder of Erie County Stadium Corporation)**

By: _____
Name: _____
Its: _____


BUFFALO BILLS, LLC

COUNTY OF ERIE

By: _____

Name: _____

Its: _____

By:  _____

Mark C. Poloncarz

Its: County Executive

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
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By: _____

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BUFFALO BILLS, LLC

COUNTY OF ERIE

By: _____

Name: _____


Its: _____

By: _____

Mark C. Poloncarz

Its: County Executive

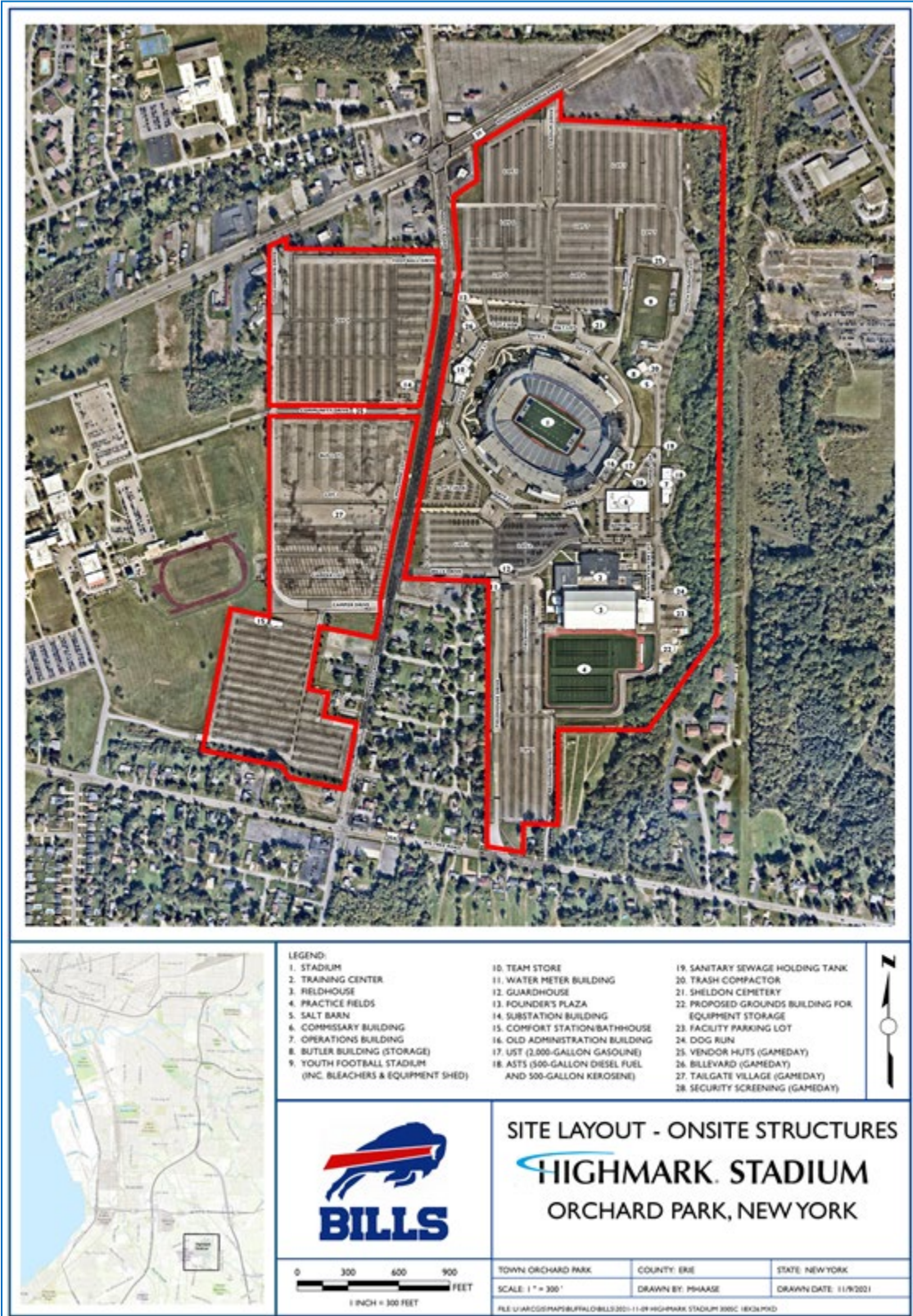
**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
(sole shareholder of Erie County Stadium Corporation)**

By: 

Name: Hope Knight

Its: President & CEO designate

SCHEDULE A
Current Stadium Complex in RED Outline



Schedule A

SCHEDULE B

Project Program Statement

This Project Program Statement establishes the minimum requirements and standards for the New Stadium. A more fulsome description of the Project Program Statement will be incorporated in the CCA. The New Stadium will be located in Orchard Park, NY, and be open-air with a seating capacity of a minimum of 60,000 seats, with finishes, amenities, and concourses comparable to recent NFL stadiums (e.g., Las Vegas and Minnesota), a mixture of general seating, club seating, premium seat and suite offerings as well as standing room only and party decks. The New Stadium will be approximately 1.35M square feet and have five to six levels with an ancillary building of approximately 75,000 square for New Stadium maintenance, overflow and staging purposes. The anticipated total project budget, including demolition of the Current Stadium, infrastructure and parking is \$1.4B.

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. The New Stadium will include home and visiting team locker rooms, auxiliary 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. The New Stadium will have an appropriate mix of concessions, both cooking and non-cooking, kitchens, restroom facilities and will include a retail store. The playing surface is anticipated to be natural grass. Canopy considerations are part of the design intent for some or all sections of the seating bowl. Significant temperature controlled and heated areas will be distributed throughout the New Stadium to serve as warming areas for patrons and improve the fan experience throughout the New Stadium, including within the seating bowl. 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, WiFi and up to date technology throughout including video boards. Additional detail supporting the program are noted below.

The definitive documents will include details regarding the New Stadium design, which shall be commensurate with first-class, modern NFL stadiums, such as Minnesota and Las Vegas, incorporating technological innovations, environmental sustainability considerations and other best practices in design, construction, and ultimate operations in which NFL teams regularly play their games, including the following elements:

1. **Spectator Facilities:** 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.

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 may include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

2. **Food Service and Merchandise Facilities:** A modern kitchen prep facility 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 event/field level and are the primary back-of-house spaces for all the foodservice

operations in the stadium. The kitchen 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. Alternatively, the premium areas may have smaller satellite finishing kitchen areas as final design program and desired menu approach dictates. The 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 kitchen 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 should be located with easy access to the commissary for efficient access to all concourses.

3. **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 will be required to maintain league best practices for path of travel, separation, and efficient access for NFL game day use.
4. **Media Facilities:** 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 are recommended to be in each of the media areas.

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 is on the field level, easily accessible to the event floor and both the Home team facilities and the Visiting team facilities.

5. **Operations Facilities:** 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. Special care will be given to consider support personnel capacities, contemporary health screening, and other protocols to ensure necessary space and accommodation. Loading dock, trash handling, and environmental waste management handling should promote current and future sustainability best practices with sufficient separation for discreet activities (i.e., trash, food delivery, material storage, TV production, recycling).
6. **Circulation:** In Erie County, climate consideration must be given to provide temperature controlled environments as part of the New Stadium vertical and horizontal systems. In addition, where overhangs exist from overhead level floor footprints or other construction, radiant heat can 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 need to create transition zones from exposed to controlled environments with appropriate slip resistance and other similar finishes to allow for efficient operations and maintenance. The character and design features will be climate-appropriate and the 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 may include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

Program Summaries for Illustrative Purposes:

<u>Square Footage Summary</u>	<u>Stadium</u>	<u>Ancillary</u>
<u>Seating Bowl</u>	<u>340,000</u>	
<u>Concourse and Services</u>	<u>740,000</u>	
<u>Foodservice</u>	<u>120,000</u>	
<u>Event / Loading Facilities</u>	<u>33,200</u>	
<u>Team Facilities</u>	<u>32,000</u>	
<u>Media Facilities</u>	<u>20,000</u>	<u>5,000</u>
<u>Operations Facilities</u>	<u>25,000</u>	<u>30,000</u>
<u>MEP / AV</u>	<u>40,500</u>	<u>40,000</u>
<u>TOTAL</u>	<u>1,350,700</u>	<u>75,000</u>

<u>Level Summary</u>	<u>Stadium</u>	<u>Ancillary</u>
<u>Event Level</u>	<u>120,000</u>	
<u>Main Concourse</u>	<u>290,000</u>	
<u>Club Level</u>	<u>165,000</u>	
<u>Suite Level(s)</u>	<u>195,000</u>	
<u>Upper Concourse</u>	<u>233,000</u>	
<u>Subtotal</u>	<u>1,003,000</u>	
<u>Bowl Summary</u>		
<u>Lower Bowl</u>	<u>145,200</u>	
<u>Club Level</u>	<u>52,500</u>	
<u>Upper Bowl</u>	<u>150,000</u>	
<u>Subtotal</u>	<u>347,700</u>	
<u>Ancillary Building</u>		<u>75,000</u>
<u>TOTAL</u>	<u>1,350,700</u>	<u>75,000</u>