

**2013 MASTER LEASE
BETWEEN
THE COUNTY OF ERIE
AND ERIE COUNTY STADIUM CORPORATION**

Dated as of [_____], 2013

2013 Master Lease Term Commencing July 31, 2013

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MASTER LEASE

THIS MASTER LEASE (together with all renewals, replacements, modifications and amendments hereof, the “**2013 Master Lease**”) is made as of the [[____]] day of [[____],] 2013, by and between **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), and **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (the “**ECSC**”). Each of the County and the ECSC are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

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, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Land**”), which Land is improved by a football stadium and related amenities (the “**Stadium Complex**”); and

WHEREAS, pursuant to its rights as a National Football League franchisee, Buffalo Bills, Inc., a New York business corporation (the “**Bills**”), is the owner of 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 County’s football stadium 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 Master Lease dated as of August 1, 1998 (together with all renewals, replacements, modifications and amendments thereof, the “**1998 Master Lease**”), pursuant to which 1998 Master Lease the County leased the Stadium Complex to the ECSC, which 1998 Master Lease expires on July 31, 2013; and

WHEREAS, pursuant to Chapter 387 of the 1998 Session Laws of New York, New York State (the “**State**”), the State has found and declared, among other things, that the refurbishment, renovation, improvement, operation, maintenance, repair and financing of the Stadium Complex constituted a public and governmental purpose for the benefit of the citizens of the County and the State, and authorized the implementation of the actions contained in the 1998 Master Lease and related agreements, including, without limitation, the execution and delivery of the 1998 Master Lease and certain other documents relating to the Stadium Complex; 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 Buffalo, 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, on December 21, 2012, the County, the Bills and New York State Urban Development Corporation d/b/a Empire State Development, a New York public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ESD**”), which is the sole shareholder of ECSC, entered into a Memorandum of Understanding (the “**MOU**”), setting forth in principle certain actions to be undertaken by each of the parties thereto to enable the Team to continue to play its home games at the Stadium Complex through July 30, 2023; and

WHEREAS, certain of the actions contemplated by the MOU relate to the refurbishing, renovation and improvement of the Stadium Complex at a cost of approximately **ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000)**; and

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

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

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

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

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

WHEREAS, prior to or simultaneously with the execution of this 2013 Master Lease, the Bills shall enter into various agreements, directly or indirectly, with members of the Project Team (as defined below) in connection with certain pre-construction work related to the refurbishing, renovation and improvement of the Stadium Complex, which may include agreements relating to architectural, design, engineering, surveying, environmental, code

compliance, Americans with Disabilities Act compliance, and construction planning services (collectively, the “**Pre-Construction Agreements**”); and

WHEREAS, to implement the refurbishing, renovation and improvement of the Stadium Complex, the ECSC, the County and the Bills have entered into a certain 2013 Construction Coordinating Agreement dated as of the Effective Date (together with all renewals, replacements, modifications and amendments thereof, 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 refurbishing, renovation and improvement; and

WHEREAS, to facilitate such refurbishing, renovation and improvement of the Stadium Complex and the subletting thereof to the Bills, the County has agreed to lease the Stadium Complex to the ECSC on the terms and conditions set forth herein; and

WHEREAS, the ECSC has agreed to simultaneously sublease the Stadium Complex to the Bills pursuant to a certain 2013 Stadium Lease, dated as of the Effective Date, between the ECSC, as sublessor, and the Bills, as sublessee (together with all renewals, replacements, modifications and amendments thereof, the “**2013 Stadium Lease**”); and

WHEREAS, in its capacity as “lead agency,” the County has issued, on its own behalf and on behalf of all other involved agencies, a “negative declaration” under the New York State Environmental Quality Review Act covering the refurbishing, renovation and improvement of the Stadium Complex.

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

ARTICLE 1

BASIC LEASE INFORMATION

1.1 Recitals. The recitals set forth above form an integral part of this 2013 Master Lease, and are incorporated herein by reference in all respects.

1.2 Definitions. Any capitalized terms used but not defined herein shall have the meanings ascribed thereto in Section 1.2 of the 2013 Stadium Lease.

1.3 Exhibits and Schedules. The following exhibits and schedules are attached to and made a part of this 2013 Master Lease:

EXHIBIT A — Legal Description of Land

EXHIBIT B — Form of Joinder of the County to the 2013 Stadium Lease

Schedule 6.2 — Schedule of Game Day Expense and Operating Expense Quarterly
Reimbursement Payment Percentages

ARTICLE 2

DEMISE

2.1 Grant of Lease. The County hereby leases the Stadium Complex to the ECSC, and the ECSC hereby leases the Stadium Complex from the County, for the 2013 Master Lease Term (as defined in Section 2.4 hereof), on the terms and conditions set forth in this 2013 Master Lease.

2.2 Reservation of County Facilities. At all times during the 2013 Master Lease Term, the County Facilities shall be available for the non-exclusive use and occupancy of the County. The ECSC covenants and agrees that at all times during the 2013 Master Lease Term, the County shall have the right to access and use, on a non-exclusive basis, consistent with existing practice, all first aid and security areas within the Stadium Complex.

2.3 Civic Events. The ECSC shall make the Stadium Complex available for use by the County or by any Person designated by the County for up to three (3) of the four (4) Civic Events permitted per Lease Year on the terms and conditions set forth in Section 2.3 of the 2013 Stadium Lease.

2.4 2013 Master Lease Term. The term of this 2013 Master Lease shall be ten (10) years, beginning on the Commencement Date and ending on July 31, 2023, or such earlier date provided for in this 2013 Master Lease upon which this 2013 Master Lease shall expire (the “**2013 Master Lease Term**”).

ARTICLE 3

RENT; RELATED COUNTY OBLIGATION

3.1 Rent. In consideration of the rights and privileges conferred upon the ECSC hereunder, the ECSC has agreed, in lieu of monthly rent, to contribute, upon the terms and conditions of the 2013 Construction Coordinating Agreement, the sum of Fifty Three Million Eight Hundred Ninety Thousand Six Hundred Fifty Dollars (\$53,890,650) to be used to fund the cost of refurbishing, renovating and improving the Stadium Complex.

3.2 County Contribution. The County and ECSC acknowledge that the County has agreed to contribute, upon the terms and conditions of the 2013 Construction Coordinating Agreement, the sum of Forty Million Six Hundred Fifty Four Thousand Three Hundred Fifty Dollars (\$40,654,350) to be used to fund the cost of refurbishing, renovating and improving the Stadium Complex.

ARTICLE 4

USE

4.1 The ECSC's Use of the Stadium Complex. During the 2013 Master Lease Term, the Stadium Complex shall be used for the purposes set forth in Sections 2.3 and 5.1 of the 2013 Stadium Lease, and for no other purpose.

4.2 Compliance with Law. Subject to the obligations of the County to make certain Structural Repairs pursuant to Section 7.1 of this 2013 Master Lease and Sections 5.2 and 10.1 of the 2013 Stadium Lease and to make certain Capital Improvements pursuant to Section 5.2 and Article 10 of the 2013 Stadium Lease and the obligations of the Bills pursuant to Sections 5.2 and 10.2 of the 2013 Stadium Lease to perform certain repairs and maintenance (other than Capital Improvements) required by Applicable Law and arising out of or relating to any Bills' Improvement, at all times during the 2013 Master Lease Term, the ECSC shall comply with, and at all times during the Term, the ECSC shall use commercially reasonable efforts to cause the Bills to comply with: (a) all Applicable Laws; (b) all requirements of any board of fire underwriters or other similar body; and (c) any direction or occupancy certificate issued by any Governmental Authority. Throughout the 2013 Master Lease Term, smoking shall be prohibited in all Buildings. In amplification and not in limitation of the foregoing, at all times during the Term, the ECSC shall use commercially reasonable efforts to cause the Bills to comply with local laws prohibiting smoking in the Buildings. With respect to smoking in the Buildings, the ECSC shall be deemed to have fulfilled its obligations hereunder if it requires the Bills pursuant to the 2013 Stadium Lease to: (a) post placards throughout the Buildings regarding the prohibition on smoking; (b) refuse entry to the Stadium to any Stadium Patron who is smoking; (c) make at least two (2) announcements over the Stadium's public address system during each Game and Bills' Event regarding said prohibition; and (d) notify Stadium Patrons who are seen violating the local laws that they are doing so.

4.3 Enforcement of Bills and NFL Covenants. During the Term, the ECSC shall use commercially reasonable efforts to cause the Bills and the NFL to comply with their respective covenants set forth in the 2013 Stadium Lease.

ARTICLE 5

AUTOMATIC TERMINATION

5.1 Automatic Termination. In the event the 2013 Stadium Lease is cancelled or terminated for any reason, including, but not limited to, the exercise by the Bills of its termination option pursuant to Section 7.1 thereof, this 2013 Master Lease and the 2013 Master Lease Term shall automatically terminate one day subsequent to the effective date of the termination of the 2013 Stadium Lease, and neither the County nor the ECSC shall have any further rights or obligations hereunder, other than rights or obligations which, by their terms, survive the expiration, termination or cancellation of this 2013 Master Lease. Should the Bills pay the Termination Fee to the ECSC in accordance with Section 7.1 of the 2013 Stadium Lease, the ECSC shall pay to the County the County's pro-rata portion of the same based upon the aggregate amounts actually contributed by the Public Entities under the Stadium Agreements to

Project Costs, Capital Improvement Allowance, Game Day Expense Reimbursements, Operating Expense Reimbursements and Working Capital Assistance but, for the avoidance of doubt, excluding, for purposes of such pro ration, any payments made or due under the 1998 Stadium Lease, the 1998 Master Lease or the 1998 Construction Coordinating Agreement.

ARTICLE 6

OPERATION OF THE STADIUM COMPLEX

6.1 General Operation of the Stadium Complex. During the Term, the Stadium Complex shall be operated, managed and controlled in accordance with Sections 9.1 and 9.2 of the 2013 Stadium Lease.

6.2 Reimbursement of Operating Expenses and Game Day Expenses.

(a) Payment Obligation. The County and ECSC acknowledge that, pursuant to Sections 9.4, 9.5 and 9.6 of the 2013 Stadium Lease, so long as no Material Sublessee Default has occurred and is continuing, in each Lease Year, the ECSC shall reimburse the Bills the Operating Expense Reimbursement and the Game Day Expense Reimbursement, or any then-due portion thereof, in four (4) unequal quarterly payments in the percentages set forth on Schedule 6.2 hereto, provided however, that in no event shall the aggregate payments in any given Lease Year for Operating Expenses exceed the Operating Expense Reimbursement Cap or for Game Day Expenses exceed the Game Day Expense Reimbursement Cap.

(b) Manner of Payment. Provided that the County has received a copy of the voucher issued by the Bills pursuant to Section 9.4(c) of the 2013 Stadium Lease from either the Bills or the ECSC, the County shall deliver to the ECSC no later than five (5) Business Days prior to the due date for the same, without abatement, deduction or set-off, by check or wire transfer good and immediately available funds in an amount equal to the County’s share, in accordance with the applicable percentage set forth in the table below in this Section 6.2(b), of the sum of the Operating Expense Reimbursement and the Game Day Expense Reimbursement due on such date according to Schedule 6.2 attached hereto.

<u>Lease Year(s)</u>	<u>County Share of Operating Expense Reimbursement and Game Day Expense Reimbursement</u>
1	43%
2	44%
3	45%
4	46%
5	47%
6	48%
7	49%
8	50%

9	50%
10	50%

The County and ECSC further acknowledge and agree that the obligations of the ECSC and the County to reimburse the Bills' Operating Expenses and Game Day Expenses in accordance with Section 9.4 of the 2013 Stadium Lease shall be separate and distinct obligations of the ECSC and the County and in no event shall such obligations be, or be deemed to be, joint and several obligations of the ECSC and the County.

(c) Reconciliation. If the summary delivered by the chief financial officer of the Bills pursuant to Section 9.4(d) of the 2013 Stadium Lease for any Lease Year reveals that the County overpaid its share of the actual amount of Operating Expenses paid by the Bills during the preceding Lease Year, then the amount of such excess payments shall be offset against the next quarterly Operating Expense Reimbursement payment to be paid by the County to the ECSC hereunder, unless such excess reimbursement shall have occurred during the last Lease Year of the Term, in which case the ECSC shall repay such excess reimbursement to the County immediately upon receipt of the same from the Bills (which repayment obligation shall survive the expiration or earlier termination of this 2013 Master Lease). If such summary reveals that the County overpaid its share of the actual amount of the Game Day Expenses paid by the Bills during the preceding Lease Year, then, the amount of such excess payments shall be offset against the next quarterly Game Day Expense Reimbursement payment to be paid by the County to the ECSC hereunder, unless such excess reimbursement shall have occurred during the last Lease Year of the Term, in which case the ECSC shall repay such excess reimbursement to the County immediately upon receipt of the same from the Bills (which repayment obligation shall survive the expiration or earlier termination of this 2013 Master Lease). If such summary reveals that the County underpaid its share of the actual amount of the Game Day Expenses and/or the Operating Expenses actually paid by the Bills, the County shall immediately deliver to the ECSC, without abatement, deduction or set-off, by check or wire transfer good and immediately available funds in an amount equal to the County's underpayment of the foregoing.

(d) Objections. In the event that the County objects to any Operating Expense or Game Day Expense item as shown in such chief financial officer's summary, the County shall notify the ECSC of such objection not less than sixty (60) days after the receipt of the summary provided for in Section 9.4(d) of the 2013 Stadium Lease. If requested by the County, ECSC shall use those mechanisms afforded under the 2013 Stadium Lease to recover the objectionable expense from the Bills. All costs and expenses incurred by ECSC with respect to such efforts shall be borne by the County and the ECSC, pro rata in accordance with the percentages shown in the table in Schedule 9.4(b) of the 2013 Stadium Lease, unless the same are reimbursed by the Bills in accordance with Section 9.4(e) of the 2013 Stadium Lease. To the extent the ECSC recovers any such expense, the amount of such recovery shall be deducted from immediately succeeding quarterly Operating Expense Payments and/or Game Day Expense Payments, as applicable, to be paid by the County to the ECSC hereunder until such recovery has been fully offset, unless such ineligible reimbursement shall have occurred during the last Lease Year of the Term, in which case such ineligible reimbursement shall be repaid to the County by the ECSC immediately upon receipt of the same from the Bills (which repayment obligation shall survive the expiration or earlier termination of this 2013 Master Lease).

(e) Insurance. If, in any Lease Year in which the casualty insurance provided for in Section 18.6 of the 2013 Stadium Lease is maintained, the Bills exercise its termination option in accordance with Section 7.1 of the 2013 Stadium Lease, the amount of the Operating Expense Reimbursement for such Lease Year shall be reduced by the portion of the premium paid or to be paid for such casualty insurance policy allocable to the balance of the casualty insurance policy year.

(f) Failure to Pay. The County acknowledges that pursuant to this Section 6.2, the County is obligated to make certain payments of a portion of the Operating Expense Reimbursement and the Game Day Expense Reimbursement to the ECSC, which payments are a portion of the Operating Expense Reimbursement and the Game Day Expense Reimbursement payments due from the ECSC to the Bills under the 2013 Stadium Lease. Notwithstanding the ECSC obligation to the Bills to make the Operating Expense Reimbursement and the Game Day Expense Reimbursement payments to the Bills, as set forth in Section 9.4 and 9.5 of the 2013 Stadium Lease, if the County fails to make all or any portion of an Operating Expense Reimbursement or Game Day Expense Reimbursement payment to the ECSC as required by this 2013 Master Lease, then the ECSC may timely remit either (1) the full Operating Expense Reimbursement and Game Day Expense Reimbursement payments due from the ECSC to the Bills, or (2) the Operating Expense Reimbursement and the Game Day Expense Reimbursement payments due from the ECSC to the Bills, less the portion of such Operating Expense Reimbursement and Game Day Expense Reimbursement payments due from the County to the ECSC pursuant to this 2013 Master Lease. If the County fails to pay the ECSC the Operating Expense Reimbursement and/or Game Day Expense Reimbursement due under this 2013 Master Lease, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the ECSC shall have the right, but not the obligation, to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the ECSC is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the ECSC pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. Additionally, the County shall be liable to the ECSC to reimburse the ECSC for any interest accrued at the Default Interest Rate on payments of the County's portion of any Operating Expense Reimbursement and/or Game Day Expense Reimbursement, as applicable, to the ECSC which are not paid when due; provided, however, that no interest shall be due and payable unless the ECSC provides the County with written notice of the non-payment and the County has not remitted payment to the ECSC within fourteen (14) Business Days of such notice. If the ECSC fails to pay to the Bills (x) any Operating Expense Reimbursement or Game Day Expense Reimbursement paid to the ECSC by the County under this 2013 Master Lease, or (y) any of the ECSC's portion of any Operating Expense Reimbursement or Game Day Expense Reimbursement due from the ECSC to the Bills pursuant to Section 9.4 of the 2013 Stadium Lease, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the County shall have the right, but not the obligation, to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the County is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the County pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. The County will defend, indemnify and hold harmless the ECSC and its Affiliates from and against any Losses incurred by ECSC as a result of the County's failure to pay when due any Operating Expense Reimbursement or Game Day Expense Reimbursement due to the ECSC in accordance with this Section 6.2. The ECSC will defend, indemnify and

hold harmless the County and its Affiliates from and against any Losses incurred by the County as a result of the ECSC’s failure to pay to the Bills when due any Operating Expense Reimbursement or Game Day Expense Reimbursement paid to the ECSC by the County in accordance with this Section 6.2.

6.3 Payment of Working Capital Assistance.

(a) Payment Obligation. On the Commencement Date, provided no Material Sublessee Default has occurred and is continuing, the County shall immediately deliver to the ECSC, without abatement, deduction or set-off, by check or wire transfer good and immediately available funds in an amount equal to the County’s share of the Initial Working Capital Assistance, as set forth in the table below. In addition, annually thereafter, commencing on the first Anniversary Date, provided no Material Sublessee Default has occurred and is continuing, the County shall immediately deliver to the ECSC, without abatement, deduction or set-off, by check or wire transfer good and immediately available funds in an amount equal to the County’s share of the Working Capital Assistance, as set forth in the table below.

<u>Lease Year(s)</u>	<u>County Share of Working Capital Assistance</u>
1 (Initial Working Capital Assistance)	43%
2	44%
3	45%
4	46%
5	47%
6	48%
7	49%
8	50%
9	50%
10	50%

(b) Failure to Pay. The County acknowledges that pursuant to this Section 6.3, the County is obligated to make certain payments of Working Capital Assistance to the ECSC, which payments are a portion of the Working Capital Assistance due from the ECSC to the Bills under the 2013 Stadium Lease. Notwithstanding the ECSC obligation to the Bills to make the Working Capital Assistance payments to the Bills, as set forth in Sections 11.1 and 11.2 of the 2013 Stadium Lease, if the County fails to make all or any portion of a Working Capital Assistance payment to the ECSC as required by this 2013 Master Lease, then the ECSC may timely remit either (1) the full Working Capital Assistance payment due from the ECSC to the Bills, or (2) the Working Capital Assistance payment due from the ECSC to the Bills, less the portion of such Working Capital Assistance payment due from the County to the ECSC pursuant to this 2013 Master Lease. If the County fails to pay the ECSC the Working Capital Assistance due under this 2013 Master Lease, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the ECSC shall have the right, but not the obligation,

to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the ECSC is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the ECSC pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. Additionally, the County shall be liable to the ECSC to reimburse the ECSC for any interest accrued at the Default Interest Rate on payments of the County's portion of any Working Capital Assistance payment, as applicable, to the ECSC which are not paid when due; provided, however, that no interest shall be due and payable unless the ECSC provides the County with written notice of the non-payment and the County has not remitted payment to the ECSC within fourteen (14) Business Days of such notice. If the ECSC fails to pay to the Bills (x) any Working Capital Assistance paid to the ECSC by the County under this 2013 Master Lease, or (y) any of the ECSC's portion of any Working Capital Assistance due from the ECSC to the Bills pursuant to Section 11.1 of the 2013 Stadium Lease, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the County shall have the right, but not the obligation, to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the County is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the County pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. The County will defend, indemnify and hold harmless the ECSC and its Affiliates from and against any Losses incurred by ECSC as a result of the County's failure to pay when due any Working Capital Assistance due to the ECSC in accordance with this Section 6.3. The ECSC will defend, indemnify and hold harmless the County and its Affiliates from and against any Losses incurred by the County as a result of the ECSC's failure to pay to the Bills when due any Working Capital Assistance paid to the ECSC by the County in accordance with this Section 6.3.

(c) Notwithstanding the foregoing, if as a result of an event of Force Majeure, the Stadium cannot practically, safely and economically be used by the Bills for any Home Game, any Working Capital Assistance previously paid by the County to the ECSC for the Lease Year in which such unplayed Home Game falls shall be repaid by the ECSC to the County for each unplayed Home Game to the extent refunded to ECSC by the Bills. The amount of repayment for each unplayed Home Game shall be determined by dividing the amount of the Working Capital Assistance for such Lease Year by the number of scheduled Home Games for such Lease Year, multiplied by the County's percentage share of such amount as set forth in Section 6.3(a) above. To the extent that a Force Majeure event occurring in a previous Lease Year results in a Home Game in the subsequent Lease Year not being played, the County's obligation to pay its share of Working Capital Assistance due for such subsequent Lease Year shall be suspended until such Force Majeure is eliminated. Upon such elimination, the amount of the County's share of Working Capital Assistance for such subsequent Lease Year shall be reduced pro-rata for each unplayed Home Game based upon the formula set forth above and promptly paid to the ECSC following the calculation of such reduction.

(d) The ECSC shall adjust the Working Capital Assistance for each Lease Year in accordance with Section 11.2 of the 2013 Stadium Lease, and shall provide the County with written notice of each Lease Year's Working Capital Assistance, as well as the County's percentage share of the same.

6.4 Remedies. In the event that (a) the County fails to make a payment or provide funds as required in accordance with Sections 6.2 or 6.3 hereof, (b) the ECSC fails to forward

funds to the Bills that were provided by the County pursuant to Sections 6.2 or 6.3 hereof, (c) the ECSC fails to pay to the Bills any of ECSC's portion of payments due from the ECSC to the Bills pursuant to Sections 9.4 or 11.1 of the 2013 Stadium Lease, or (d) either the County or the ECSC fails to contribute to the Capital Improvement Allowance pursuant to Section 7.2 hereof and/or Article 10 of the 2013 Stadium Lease (in each case, the Party failing to comply in the preceding clauses (a)–(d) shall be referred to herein as the “**Non-Complying Party**,” and the other Party shall be referred to herein as the “**Complying Party**”), beyond any applicable cure or grace period provided herein or in the 2013 Stadium Lease, (i) the Non-Complying Party's interest in the Termination Fee to be paid under Section 7.1 of the Stadium Lease shall be reduced by one-half (1/2), and the resulting outstanding interest in the Termination Fee shall be deemed assigned to the Complying Party; (ii) the Non-Complying Party's interest in any liquidated or other damages arising under the Non-Relocation Agreement shall be reduced by one-half (1/2), and the resulting outstanding interest in such liquidated or other damages arising under the Non-Relocation Agreement shall be deemed assigned to the Complying Party; and (iii) within five (5) Business Days of a demand therefor, the Non-Complying Party shall deliver to the Complying Party, without abatement, deduction or set-off, by check or wire transfer good and immediately available funds in an amount equal to the costs and expenses, including any interest accrued at the Default Interest Rate and owed under the 2013 Stadium Lease or this 2013 Master Lease, incurred by the Complying Party as a result of the failure of the Non-Complying Party as described in Section 6.4(a)–(d) above (the “**Make Whole Funds**”); provided, however, that should any liquidated or other damages be paid to the Complying Party pursuant to the Non-Relocation Agreement, or the Termination Fee be paid by the Bills to the Complying Party pursuant to Section 7.1 of the 2013 Stadium Lease, the Complying Party shall upon receipt of the same reimburse to the Non-Complying Party such portion of the Make Whole Funds as is equal to the damages or fees so received (exclusive of any interest). The assignments granted under this Section 6.4 shall be deemed self-operative, and the ECSC and the County agree that (1) no further documentation shall be necessary to effectuate such assignments (although if the Complying Party reasonably requests that the Non-Complying Party enter into documentation to evidence such assignment, the Non-Complying Party shall do so) and (2) adequate consideration shall have been made from the Complying Party to the Non-Complying Party in connection with such assignments.

ARTICLE 7

THE COUNTY'S OBLIGATION TO REPAIR, REPLACE AND MAINTAIN

7.1 The County's Repair of Stadium Complex. Throughout the Term, including during the course of the Project, the County shall, as provided in Sections 5.2 and 10.1 of the 2013 Stadium Lease, perform or cause to be performed all necessary Structural Repairs so as to keep the Stadium, the Administration Building, the Field House and the Training Center in good structural condition and repair and otherwise in accordance with Applicable Law (subject, further, to the terms and conditions of Section 5.2 of the 2013 Stadium Lease, excepting only normal wear and tear, that damage by Casualty for which the County has no obligation to repair, restore and/or replace pursuant to Section 12.1 of the 2013 Stadium Lease and damage caused by or resulting from the negligence or wrongful act of the Bills, its employees, contractors, agents, licensees, guests or invitees. Capital Improvements to the Stadium Complex or any portion thereof shall be made by the County to the extent provided in, and in accordance with, Article 10

of the 2013 Stadium Lease. Notwithstanding the foregoing, to the extent that any repairs, whether Structural Repairs or otherwise, are caused by or result from the negligence or deliberate act of the ECSC, ESD or any of their employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees) and are not covered by any insurance maintained by the County or ECSC, such repairs shall be performed by the County, at the sole cost and expense of the ECSC, which expense shall not be eligible for reimbursement as a Capital Improvement Expense or otherwise.

7.2 Funding of the Capital Improvement Allowance. Pursuant to Section 10.3 of the 2013 Stadium Lease, the ECSC and the County are required to contribute the Initial Capital Improvement Allowance, to which the ECSC shall also contribute the Annual Rent received from the Bills. In each Lease Year following the first Lease Year, the County and ECSC are responsible for contributing eighty-two and sixty-one hundredths percent (82.61%) of the Capital Improvement Allowance for each Lease Year (calculated in each Lease Year pursuant to Section 10.4 of the 2013 Stadium Lease), and the ECSC is required to contribute that portion of the Annual Rent equal to Base Annual Rent it receives in any such Lease Year as a credit against the Capital Improvement Allowance obligations of the Bills. The County and ECSC hereby agree that in each Lease Year, each Party shall contribute to the Capital Improvement Allowance for such Lease Year (as determined under Section 10.4 of the 2013 Stadium Lease), in accordance with the terms of Section 10.3 of the 2013 Stadium Lease, its share of such Capital Improvement Allowance as set forth below:

<u>Lease Year(s)</u>	<u>ECSC Share of Public Entities' Portion of Capital Improvement Allowance</u>	<u>County Share of Public Entities' Portion of Capital Improvement Allowance</u>
1 (Initial Capital Improvement Allowance)	57%	43%
2	56%	44%
3	55%	45%
4	54%	46%
5	53%	47%
6	52%	48%
7	51%	49%
8	50%	50%
9	50%	50%
10	50%	50%

The obligations of the ECSC and the County to contribute to the Capital Improvement Allowance shall be separate and distinct obligations of each of the ECSC and the County, and in no event shall such obligations be, or be deemed to be, joint and several obligations of the ECSC and the County. The use of the Public Entities' Portion of the Capital Improvement Allowance funds contributed by the ECSC and the County pursuant to this Section 7.2 shall be governed by Article 10 of the 2013 Stadium Lease.

7.3 Failure to Fund the Capital Improvement Allowance. If the County fails to fund the County CIA Portion in any Lease Year, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the ECSC shall have the right, but not the obligation, to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the ECSC is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the ECSC pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. If the ECSC fails to fund the ECSC CIA Portion in any Lease Year, and such failure results in the Bills exercising any remedy afforded it under the 2013 Stadium Lease, the County shall have the right, but not the obligation, to use commercially reasonable efforts to pursue any and all rights of enforcement and collection which the County is entitled to pursue in accordance with the terms of this 2013 Master Lease, including the remedies afforded to the County pursuant to Section 6.4, and as otherwise permitted in accordance with Applicable Law. The County will defend, indemnify and hold harmless the ECSC and its Affiliates from and against any Losses incurred by ECSC as a result of the County's failure to fund when due any County CIA Portion due in accordance with Article 10 of the 2013 Stadium Lease. The ECSC will defend, indemnify and hold harmless the County and its Affiliates from and against any Losses incurred by the County as a result of the ECSC's failure to fund when due any ECSC CIA Portion due in accordance with Article 10 of the 2013 Stadium Lease.

ARTICLE 8

QUIET ENJOYMENT

8.1 Covenant of Quiet Enjoyment. The County covenants and warrants that the ECSC, on performing and observing all of its covenants and agreements contained in the Stadium Agreements, shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Stadium Complex during the 2013 Master Lease Term, and may exercise all of its rights hereunder, subject only to the provisions of the Stadium Agreements.

ARTICLE 9

ALTERATIONS; MECHANICS' LIENS

9.1 General. All alterations, changes and improvements to the Stadium Complex in conjunction with the Project shall be designed and constructed in accordance with the 2013 Construction Coordinating Agreement. Except for the Project and except as provided in Sections 10.1 and 10.2 and Article 15 of the 2013 Stadium Lease, the ECSC shall not make or permit to be made any structural or non-structural alterations, changes or improvements to the Stadium Complex.

9.2 Mechanics' Liens. Neither the County nor the ECSC shall permit any mechanics' liens to exist or be filed as an encumbrance against the Stadium Complex by reason of work done or performed by any contractor retained directly by the County or the ECSC, as the case may be; and, if any such lien shall be filed, the Party responsible for the payment of the Person

filing such lien shall cause such lien to be discharged, released, bonded or otherwise removed as an encumbrance against the Stadium Complex within forty-five (45) days of the filing thereof.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

10.1 Assignment and Subletting Prohibited. Without the prior written consent of the County, except as herein provided in Section 18.1 and except for the subletting of the Stadium Complex to the Bills pursuant to the 2013 Stadium Lease and assignments of this 2013 Master Lease to public benefit corporations which are Affiliates of the ECSC or the ESD and which assume all of the obligations of the ECSC under the Stadium Agreements in a writing addressed to and reasonably satisfactory to the County and the Bills, the ECSC will not assign, mortgage or encumber this 2013 Master Lease nor sublease the whole or any part of the Stadium Complex to any Person. No permitted assignment by the ECSC of this 2013 Master Lease shall be deemed a waiver of the provisions of this Section 10.1.

ARTICLE 11

END OF TERM

11.1 End of Term. Upon the expiration or termination of the 2013 Master Lease Term, the ECSC shall peaceably deliver up and surrender the Stadium Complex to the County in the condition required by Article 19 of the 2013 Stadium Lease.

11.2 Termination Documentation. Upon the expiration or termination of the 2013 Master Lease Term, and performance of all obligations required of the County hereunder, the ECSC shall immediately upon the request and at the expense of the County, deliver to the County a release of any instruments of record evidencing this 2013 Master Lease, and a quitclaim deed to the County covering the Stadium Complex.

ARTICLE 12

ASSESSMENTS

12.1 General Levy Taxes. Under Applicable Law as of the Effective Date, the Stadium Complex, by virtue of the County's ownership thereof, is exempt from all general levy ad valorem real estate taxes and assessments. To the extent that any such taxes and assessments are imposed on or with respect to the Stadium Complex by any Governmental Authority during the 2013 Master Lease Term, such taxes and assessments shall be paid by the County.

ARTICLE 13

ENVIRONMENTAL MATTERS

13.1 ECSC's Environmental Indemnification. The ECSC covenants and agrees that it will not use, generate, store, release or dispose of any Hazardous Substances at the Stadium Complex except in compliance with all Applicable Laws. The ECSC will (i) defend, indemnify

and hold harmless the County and its Affiliates from and against any and all losses, claims, damages, penalties, and liabilities, including all out-of-pocket costs and the reasonable fees and expenses of counsel, arising out of (a) the presence of, the Release or threatened Release into the Environment of, or exposure to, any Hazardous Substance on, at or under the Stadium Complex attributable to the ECSC or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (b) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substance on, at or under the Stadium Complex attributable to the ECSC or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (c) the violation or alleged violation of any Environmental Laws with respect to the Stadium Complex attributable to the ECSC or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (d) the non-compliance or alleged non-compliance with any Environmental Laws with respect to the Stadium Complex by the ECSC or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees) or (e) the ECSC's failure to promptly undertake and diligently pursue to completion all response or corrective action with respect to a Release or threatened Release of any Hazardous Substance on, at or under the Stadium Complex attributable to the ECSC or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), and any Proceeding incident to any of the foregoing; and (ii) indemnify, protect, defend and hold harmless the County and its Affiliates from and against all Environmental Claims, and Losses resulting from, relating to or arising out of Environmental Claims, and any Proceeding incident to any of the foregoing.

13.2 County's Environmental Indemnification. The County covenants and agrees that it will not use, generate, store, release or dispose of any Hazardous Substances at the Stadium Complex except in compliance with all Applicable Laws. The County will (i) defend, indemnify and hold harmless the ECSC and its Affiliates from and against any and all losses, claims, damages, penalties, and liabilities, including all out-of-pocket costs and the reasonable fees and expenses of counsel, arising out of (a) the presence of, the Release or threatened Release into the Environment of, or exposure to, any Hazardous Substance on, at or under the Stadium Complex attributable to the County or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (b) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substance on, at or under the Stadium Complex attributable to the County or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (c) the violation or alleged violation of any Environmental Laws with respect to the Stadium Complex attributable to the County or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), (d) the non-compliance or alleged non-compliance with any Environmental Laws with respect to the Stadium Complex by the County or its employees, contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees) or (e) the County's failure to promptly undertake and diligently pursue to completion all response or corrective action with respect to a Release or threatened Release of any Hazardous Substance on, at or under the Stadium Complex attributable to the County or its employees,

contractors, agents, licensees, guests or invitees (other than the Bills or their employees, contractors, agents, licensees, guests or invitees), and any Proceeding incident to any of the foregoing; and (ii) indemnify, protect, defend and hold harmless the ECSC and its Affiliates from and against all Environmental Claims, and Losses resulting from, relating to or arising out of Environmental Claims, and any Proceeding incident to any of the foregoing. Survival. The provisions of this Article 13 will survive the expiration or termination of this 2013 Master Lease.

ARTICLE 14

ESTOPPEL CERTIFICATES

14.1 ECSC's Certificate. The ECSC shall at any time and from time to time, within ten (10) days of the receipt of a written request from the County, execute, acknowledge, and deliver to the County a statement in writing certifying: (a) that this 2013 Master Lease has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this 2013 Master Lease, as so amended, is in full force and effect); (b) the dates to which any rent due hereunder has been paid; (c) that there are not, to the ECSC's knowledge, any uncured defaults on the part of the ECSC hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of the County hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (d) such other information as may be reasonably required by the County.

14.2 County's Certificate. The County shall at any time and from time to time, within ten (10) days of the receipt of a written request from the ECSC or the Bills, execute, acknowledge, and deliver to the ECSC or the Bills, as the case may be, a statement in writing certifying: (a) that this 2013 Master Lease has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this 2013 Master Lease, as so amended, is in full force and effect); (b) that there are not, to the County's knowledge, any uncured defaults on the part of the County hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of the ECSC hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (c) such other information as may be reasonably required by the ECSC or the Bills.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Arbitration. Any disputes arising out of or relating to this 2013 Master Lease, or the breach hereof, shall be settled by arbitration, conducted in Buffalo, New York, in accordance with the procedures outlined in Article 23 of the 2013 Stadium Lease.

ARTICLE 16

LESSEE DEFAULT

16.1 Events of Lessee Default. Any of the following events shall constitute a "Lessee Default":

(a) The ECSC defaults in the due and punctual payment of any rent or other financial obligations due pursuant to this 2013 Master Lease, and such default continues for fifteen (15) days after written notice from the County;

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

(c) This 2013 Master Lease or the Stadium Complex or any substantial part of the Stadium Complex is taken upon execution or by other process of law directed against the ECSC, or is taken upon or subject to any attachment by any creditor of the ECSC or claimant against the ECSC, and said attachment is not discharged or disposed of within ninety (90) days after its levy;

(d) The ECSC files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of the ECSC are instituted against the ECSC, or a receiver or trustee is appointed for all or any material portion of the property of the ECSC, and such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment.

16.2 County's Remedies. If any one or more Lessee Defaults occur, then the County has the right, at its election,

(a) To discharge, pay or otherwise perform, as agent of the ECSC, the obligations of the ECSC giving rise to such Lessee Default, and all amounts paid by the County and all costs and expenses incurred by the County in connection with the discharge, payment or performance of any such obligations (together with interest at the Default Interest Rate from the date of payment by the County to the date of repayment by the ECSC) will either, at the option of the County, (i) be payable by the ECSC to the County on demand, or (ii) be offset by the County against the next payment or payments to be made by the County pursuant to this 2013 Master Lease;

(b) To execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the ECSC, including the right to establish accounts in the name of the ECSC and to disburse monies from such accounts, for the purpose of subleasing the Stadium Complex to the Bills in accordance with the terms and conditions set forth in the 2013 Stadium Lease, and for such purposes, the ECSC hereby irrevocably appoints the County its true and lawful agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power of substitution;

(c) To give the ECSC ten (10) days' written notice of the expiration of the 2013 Master Lease Term and upon the giving of such notice and the expiration of such ten (10) day period, the ECSC's right to possession of the Stadium Complex will cease and this 2013 Master Lease will be terminated, except as to the ECSC's liability for the payment of the obligations set forth in Article 3, as if the expiration of the term fixed in such notice were the end of the 2013 Master Lease Term; and/or

(d) Without further demand or notice, to reenter and take possession of the Stadium Complex or any part of the Stadium Complex, repossess the same, expel the ECSC, and remove the effects of the ECSC without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or other amounts payable under this 2013 Master Lease or as a result of any preceding breach of covenants or conditions.

16.3 Continuing Liability After Termination. If this 2013 Master Lease is terminated on account of the occurrence of a Lessee Default, the ECSC will remain liable to the County for damages in an amount equal to rent and other amounts that would have been owing by the ECSC for the balance of the 2013 Master Lease Term had this 2013 Master Lease not been terminated. The County will be entitled to collect such damages from the ECSC on the days on which rent and other amounts would have been payable under this 2013 Master Lease if this 2013 Master Lease had not been terminated, and the County will be entitled to receive such rent and other amounts from the ECSC on each such day.

16.4 Continuing Liability After Reentry. In the event that the County does not elect to terminate this 2013 Master Lease as permitted in Section 16.2(c), but elects to take possession as provided in Section 16.2(d), the ECSC will pay to the County rent and other sums as provided in this 2013 Master Lease that would be payable under this 2013 Master Lease if such repossession had not occurred. The ECSC will pay such rent and other sums to the County on the days on which such rent and other sums would have been payable under this 2013 Master Lease if possession had not been retaken, and the County will be entitled to receive such rent and other sums from the ECSC on each such day. No such reentry or taking possession of the Stadium Complex by the County will be construed as an election on the County's part to terminate this 2013 Master Lease unless a written notice of such intention is given to the ECSC. No written notice from the County under this Section 16.4 or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by the County to terminate this 2013 Master Lease unless such notice specifically so states. The County reserves the right following any such reentry or reletting to exercise its right to terminate this 2013 Master Lease by giving the ECSC such written notice, in which event this 2013 Master Lease will terminate as specified in such notice.

16.5 Cumulative Remedies. Any claim for the recovery of the amounts and damages set forth in Sections 16.3 and 16.4 may be brought by the County, from time to time, at the County's election, and nothing in this 2013 Master Lease will be deemed to require the County to await the date upon which this 2013 Master Lease or the 2013 Master Lease Term would have expired had there occurred no Lessee Default. Each right and remedy provided for in this 2013 Master Lease is cumulative and is in addition to every other right or remedy provided for in this 2013 Master Lease or now or after the Commencement Date existing at law or in equity or by

statute or otherwise, and the exercise or beginning of the exercise by the County of any one or more of the rights or remedies provided for in this 2013 Master Lease or now or after the Commencement Date existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by the County of any or all other rights or remedies provided for in this 2013 Master Lease or now or after the Commencement Date existing at law, in equity, by statute or otherwise.

16.6 Bills' Right to Cure Lessee Default

. If the County gives written notice to the ECSC of any event which, with the passage of time, could ripen into a Lessee Default, the County shall simultaneously provide a copy of such notice to the Bills. The Bills shall thereupon have the same period as provided to the ECSC, after such written notice to it, to discharge, pay or perform the obligations of the ECSC giving rise to such notice and the County shall accept such discharge, payment or performance by or at the instigation of the Bills as if the same had been done by the ECSC. As provided in Section 28.4 of the 2013 Stadium Lease, any amounts paid by the Bills and all costs and expenses incurred by the Bills in connection with the discharge, payment or performance of any such obligations (together with interest at the Default Interest Rate to the date of repayment by the ECSC) will either, at the option of the Bills, (i) be payable by the ECSC to the Bills on demand, or (ii) be offset by the Bills against the next payment or payments to be made by the Bills pursuant to the 2013 Stadium Lease.

ARTICLE 17

LESSOR DEFAULT

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

(a) The County defaults in the due and punctual payment of any financial obligations due pursuant to this 2013 Master Lease, and such default continues for fifteen (15) days after written notice from the ECSC;

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

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

(d) The County files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any

insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors.

17.2 ECSC's Remedies. If any one or more Lessor Defaults occur, then the ECSC shall have the right, but not the obligation, to exercise any or all of its rights or remedies existing at law, in equity or otherwise.

ARTICLE 18

LEASEHOLD MORTGAGES

18.1 Leasehold Mortgages. Without the County's prior written consent, the ECSC agrees not to grant any Liens securing indebtedness for borrowed money against or with respect to the leasehold estate in favor of the ECSC created by this 2013 Master Lease.

ARTICLE 19

ENTRY BY THE COUNTY

19.1 The County's Right of Entry. The ECSC recognizes that the County has a substantial interest in the manner in which the Stadium Complex is operated and maintained and has a responsibility to the public to ensure that the Stadium Complex is operated and maintained in a manner consistent with public facilities. In furtherance of the foregoing, the County and its employees, agents and representatives shall have the right at all times to enter into and upon any and all parts of the Stadium Complex for the purpose of inspecting the same and performing its obligations under the Stadium Agreements (provided that in exercising such right of access, the County and its employees, agents and representatives shall use commercially reasonable efforts to avoid any unnecessary interference with Stadium Events, subject in all cases to the County's rights and obligations under Applicable Law). Without limiting the foregoing, the County, its agents, employees, and contractors may enter the Stadium Complex at any time in response to an Emergency or to:

- (a) Exercise any of its remedies provided for in Section 24.3 of the 2013 Stadium Lease;
- (b) Inspect the Stadium Complex;
- (c) Determine whether the ECSC is complying with all of its obligations in this 2013 Master Lease;
- (d) Supply services to be provided by the County to the ECSC according to this 2013 Master Lease or the terms of the 2013 Stadium Lease;
- (e) Make repairs required of the County under the terms of this 2013 Master Lease or the terms of the 2013 Stadium Lease; and
- (f) Otherwise perform its obligations under the Stadium Agreements.

ARTICLE 20

THIRD PARTY BENEFICIARY

20.1 The Bills' Rights Against the County. Without in any way limiting the enforceability of any of the terms and conditions of this 2013 Master Lease or the 2013 Stadium Lease which expressly afford the Bills a right against the County for the payment or performance of an obligation, the County and the ECSC acknowledge and agree that the Bills are a third party beneficiary of the promises set forth in Sections 7.1, 7.2, 12.1, 14.2, 21.21 and 21.23 of this 2013 Master Lease, and, as such, have the right, with or without the consent of the ECSC, to enforce any obligation of the County set forth in such sections directly against the County in its own name.

ARTICLE 21

MISCELLANEOUS

21.1 Public Sector Capacity. In entering into the Stadium Agreements, the County is acting in a proprietary rather than a governmental capacity. Nothing contained herein shall limit the County from exercising its governmental or police powers with respect to the protection of the public health, safety or welfare.

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

21.3 No Construction Against Drafting Party. The County and the ECSC acknowledge that each of them and their counsel have had an opportunity to review this 2013 Master Lease, have mutually contributed to the drafting of this 2013 Master Lease, and that this 2013 Master Lease will not be construed against either of the Parties as the drafting party.

21.4 No Waiver. No failure of either Party to require, and no delay by either Party in requiring, the other Party to comply with any provision of this 2013 Master Lease shall constitute a waiver of the right to require such compliance. No failure of either Party to exercise, and no delay by either Party in exercising, any right or remedy under this 2013 Master Lease shall constitute a waiver of such right or remedy. No waiver by either Party of any right or remedy under this 2013 Master Lease shall be effective unless made in writing. Any waiver by either Party of any right or remedy under this 2013 Master Lease shall be limited to the specific instance and shall not constitute a waiver of such right or remedy in the future.

21.5 Notices. Unless otherwise provided in this 2013 Master Lease, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by either Party to the other 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 service (such couriered notice to be effective one (1) day after the date it is delivered to such service); or (iv) sent by facsimile transmission with a confirmation sent by way of one of the above methods (such facsimile notice to be effective on the date that confirmation of such facsimile transmission is received), addressed to the Party for whom it is intended at its address set forth in Section 1.2 of the 2013 Stadium Lease; provided that either Party may designate in a writing to the 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.

21.6 Severability. If any provision of this 2013 Master Lease proves to be illegal, invalid, or unenforceable, the remainder of this 2013 Master Lease will not be affected by such finding, and in lieu of each provision of this 2013 Master Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this 2013 Master Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

21.7 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 either 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 2013 Master Lease, impair or otherwise affect any obligation of either Party pursuant to this 2013 Master Lease or otherwise operate as a waiver of any such right or remedy. No modification of this 2013 Master Lease or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties.

21.8 Entire Agreement. The Stadium Agreements, including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement among the various parties thereto concerning the Stadium Complex, and there are no promises, agreements, conditions, understandings, inducements, representations or warranties, oral or written, express or implied, between them other than as expressly set forth in the Stadium Agreements or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the County, the ECSC, the ESD, the Bills and/or the NFL. No promises or representations, except as contained in Stadium Agreements, have been made to the ECSC respecting the condition or the manner of operating the Stadium Complex. This 2013 Master Lease and the other Stadium Agreements supersede and replace in its entirety the MOU.

21.9 Captions. The captions of the various articles and sections of this 2013 Master Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

21.10 Brokers. The County and the ECSC respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Stadium Complex. Each of them will indemnify and defend the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Stadium Complex.

21.11 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 2013 Master Lease (with Buffalo, Erie County, New York, as the venue for any action or proceeding). Each Party agrees not to institute suit against the other in a court in any jurisdiction, except as stated above, without the other Party's consent. Each 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 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 2013 Master Lease shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Agreement kept in a Party's course of business may be admitted into evidence as an original.

21.12 Binding Effect. The covenants, conditions, and agreements contained in this 2013 Master Lease will bind and inure to the benefit of the County and the ECSC and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this 2013 Master Lease, their assigns.

21.13 Recording. Upon the execution and acknowledgment hereof, this 2013 Master Lease or a memorandum hereof shall be recorded in the real property records of Erie County, New York.

21.14 Counterparts. This 2013 Master Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Either Party may execute this 2013 Master Lease by facsimile signature and the other Party shall be entitled to rely on such facsimile signature as evidence that this 2013 Master Lease has been duly executed by such Party. Either Party executing this 2013 Master Lease by facsimile signature shall immediately forward to the other Party an original signature page by overnight mail.

21.15 Force Majeure. If either Party is delayed, prevented or hindered from the performance of any covenant or condition of this 2013 Master Lease because of Force Majeure, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay.

21.16 No Merger. The terms and provisions of this 2013 Master Lease (including, without limitation, the representations, warranties and covenants herein) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this 2013 Master Lease unless such document shall specifically so state and shall be signed by both the County and the ECSC.

21.17 Only Lessor — Lessee Relationship. Nothing contained in this 2013 Master Lease shall be deemed or construed by the Parties or by any third Person to create the relationship of principal and agent, partnership, joint venture or any association between the

County and the ECSC, it being expressly understood and agreed that neither the method of computation of rent nor any act of the Parties shall be deemed to create any relationship between the County and the ECSC other than the relationship of lessor and lessee. It is agreed that all Persons provided by the ECSC to perform the obligations of the ECSC contemplated hereby are not employees or agents of the County. The ECSC acknowledges that the ECSC's employees and agents shall not, by reason of this 2013 Master Lease or by reason of the performance of any services in connection with the satisfaction of the ECSC's obligations hereunder, be considered employees of, or entitled to any employee benefits of, the County.

21.18 Applicable Standard. Any approval, consent, decision or election to be made or given by a Party hereunder may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly. Whenever the County is required not to unreasonably withhold its consent or approval pursuant to this 2013 Master Lease, and the ECSC claims or asserts that any such consent or approval was, in fact, unreasonably withheld by the County, the ECSC's sole remedy shall be to commence arbitration in accordance with Article 23 of the 2013 Stadium Lease seeking an order of action for specific performance or injunction and in no case shall the County be liable in damages or otherwise monetarily for unreasonably withholding any such consent or approval.

21.19 Additional Assurances. From time to time after the date of this 2013 Master Lease, without further consideration and subject to the other terms of this 2013 Master Lease, the Parties shall promptly execute and deliver such other instruments and take such other action as either Party reasonably may request to consummate the transactions contemplated hereby.

21.20 Representations and Warranties. The representations and warranties of the ECSC and the County set forth in Article 9 of the 2013 Construction Coordinating Agreement are hereby incorporated by reference as if fully set forth in this 2013 Master Lease. Such representations and warranties shall survive the expiration, termination or cancellation of the 2013 Construction Coordinating Agreement.

21.21 Authority.

(a) Each Party represents and warrants to the other that (i) it has full power and authority to enter into this 2013 Master Lease and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this 2013 Master Lease constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be.

(b) The County further represents and warrants to the ECSC and the Bills that no further legislative action or approval is or shall be required in order to enable the County to perform and carry out all obligations, covenants and provisions of this 2013 Master Lease and the 2013 Stadium Lease.

21.22 Limited Liability of ECSC. Notwithstanding anything contained herein to the contrary, the liability and obligation of ECSC to perform and make good the obligations contained herein shall not be enforced by any Proceeding wherein damages or any money

judgment shall be sought against ECSC, ESD or the State; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of the County to commence a Proceeding against ECSC, or, if applicable, in accordance with the terms of the Four Party Agreement dated as of the date hereof among the County, the Bills, ESD and ECSC, against ESD, seeking:

(a) Recovery for Losses arising out of the negligence or willful misconduct of ECSC;

(b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of ECSC or ESD;

(c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the Stadium Complex at the behest, request or invitation of ECSC (including any guest or invitee in conjunction with an ECSC sponsored Civic Event, but excluding the Bills or its employees, contractors, agents, licensees, guests or invitees);

(d) Recovery of any Project Insurance Policy proceeds;

(e) Contribution from ECSC for up to Fifty Three Million Eight Hundred Ninety Thousand Six Hundred Fifty Dollars (\$53,890,650) to fund the construction of the Project as and when contemplated by the 2013 Construction Coordinating Agreement and the Project Agreements;

(f) Reimbursement by ECSC to the County for excess Working Capital Assistance payments recovered by ECSC in accordance with Section 6.3 of this 2013 Master Lease;

(g) Payment by the ECSC of Game Day Expense Reimbursement payments and Operating Expense Reimbursement payments in accordance with Sections 9.4 and 9.5 of the 2013 Stadium Lease;

(h) Payment by the ECSC of Capital Improvement Allowance payments in accordance with Article 10 of the 2013 Stadium Lease;

(i) Payment by the ECSC of Working Capital Assistance in accordance with Section 11.1 of the 2013 Stadium Lease; and/or

(j) Payment by ECSC pursuant to Section 2.3 of the 2013 Construction Coordinating Agreement.

21.23 Indemnification of the Bills, the ECSC and Affiliates by the County.

(a) In consideration of the representations, warranties, covenants and promises of the Bills set forth in the Stadium Agreements, except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or deliberate act of the Bills, any Affiliate of the Bills or their respective employees, contractors, agents, sublessees, sublicensees, guests or invitees, and subject to the provisions of

Section 18.2(c) of the 2013 Stadium Lease, the County will neither hold nor attempt to hold the Bills, any Affiliates of the Bills or their respective employees or agents liable for, and the County will indemnify, defend and hold harmless the Bills, all Affiliates of the Bills or their respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by the County pursuant to Section 2.3 of the 2013 Stadium Lease. If any action or proceeding is brought against the Bills, any Affiliate of the Bills or their respective employees or agents by reason of any such claim for which the County has indemnified any party hereunder, the County, upon written notice from such indemnified party will defend the same at the County's expense, with counsel reasonably satisfactory to such indemnified party.

(b) In consideration of the representations, warranties, covenants and promises of the ECSC set forth herein, including, but not limited to the promise of the ECSC to contribute the sum of Fifty Three Million Eight Hundred Ninety Thousand Six Hundred Fifty Dollars (\$53,890,650) to fund, in part, the cost of refurbishing, renovating and improving the Stadium Complex pursuant to Section 3.1 of this 2013 Master Lease, except to the extent that any injury or damage to persons or property on the Stadium Complex is caused by or results from the negligence or deliberate act of the ECSC, any Affiliate of the ECSC or their respective employees, contractors, agents, guests or invitees, the County will neither hold nor attempt to hold the ECSC, any Affiliates of the ECSC or their respective employees or agents liable for, and the County will indemnify, defend and hold harmless the ECSC, all Affiliates of the ECSC or their respective employees and agents from and against, any and all Losses incurred in connection with or arising from any Civic Event sponsored by the County pursuant to Section 2.3 of the 2013 Stadium Lease. If any action or proceeding is brought against the ECSC, any Affiliate of the ECSC or their respective employees or agents by reason of any such claim for which the County has indemnified any party hereunder, the County, upon written notice from such indemnified party will defend the same at the County's expense, with counsel reasonably satisfactory to such indemnified party.

21.24 Joinder to 2013 Stadium Lease. In consideration of the representations, warranties, covenants and promises of the ECSC set forth herein, including, but not limited to the promise of the ECSC to contribute the sum of Fifty Three Million Eight Hundred Ninety Thousand Six Hundred Fifty Dollars (\$53,890,650) to fund the cost of refurbishing, renovating and improving the Stadium Complex pursuant to Section 3.1 of this 2013 Master Lease, the County has agreed to execute a Joinder to the 2013 Stadium Lease, substantially in the form of Exhibit B attached hereto.

[*Signature page follows immediately*]

IN WITNESS WHEREOF, the County and the ECSC have executed this 2013 Master Lease as of the day and year first above written.

LESSOR:

THE COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

Approve as to Form:

County Attorney

Approved as to Content:

Deputy County Executive

LESSEE:

ERIE COUNTY STADIUM CORPORATION

By: _____
_____, President

IN WITNESS WHEREOF, the County and the ECSC have executed this 2013 Master Lease as of the day and year first above written.

LESSOR:

THE COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

Approve as to Form:

County Attorney

Approved as to Content:

Deputy County Executive

LESSEE:

ERIE COUNTY STADIUM CORPORATION

By: _____

President

STATE OF NEW YORK)

:

SS.

COUNTY OF ERIE)

On the ____ day of _____, in the year 2013, 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 ERIE)

On the ____ day of _____, in the year 2013, 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 ERIE)

On the ____ day of _____, in the year 2013, 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 ERIE)

On the ____ day of _____, in the year 2013, 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

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Being all that tract or parcel of land located on the east side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Beginning at a point on the centerline of Abbott Road, said point being Two Hundred Fifty-Five and Fifty-Three hundredths feet (255.53') south of the centerline of Southwestern Boulevard as measured along the centerline of Abbott Road and said point of beginning being on the extension southwesterly of the southerly line of lands conveyed to Penn Mutual Life Insurance Company by Liber 6132 of Deeds at Page 195;

thence northeasterly at an angle with the centerline of Abbott Road measured from the south to the east of $115^{\circ}47'49''$ and parallel with Southwestern Boulevard a distance of Two Hundred Thirty-Six and Sixty-Five hundredths feet (236.65') to the southeast corner of Liber 6132 of Deeds at Page 195;

thence north along the east line of Liber 6132 of Deeds at Page 195 and its extension north and being parallel with Abbott Road a distance of Two Hundred Fifty-Five and Fifty-Three hundredths feet (255.53') feet to the centerline of Southwestern Boulevard;

thence northeast along the centerline of Southwestern Boulevard at an included angle with the last described line of $115^{\circ}47'49''$ a distance of Two Hundred Fifty-Four and Twenty-Six hundredths feet (254.26') to a point on the south line of lands conveyed to Charles Druse by Liber 471 of Deeds at Page 317;

thence continuing along the centerline of Southwestern Boulevard a distance of Three Hundred Sixty-One and Thirty-One hundredths feet (361.31');

thence south at right angles to the south line of Charles Druse by Liber 471 of Deeds at Page 317 a distance of One Hundred Ninety-One and Thirty-Five hundredths feet (191.35') to said south line;

thence east at right angles with the last described line and along the said south line a distance of One Thousand Seventy-Eight and Seventy-Seven hundredths feet (1,078.77') to the east line of Lot 40, Township 9, Range 7;

thence south along the east line of Lot 40, Township 9, Range 7 and at an included angle with the last described line of $90^{\circ}50'18''$ a distance of Two Thousand Seven Hundred Thirty-Five and Twenty-Four hundredths feet (2,735.24') to the southeast corner of Lot 40, Township 9, Range 7;

thence continuing in a straight line a distance of Sixty-Six and Four hundredths feet (66.04') to the northeast corner of Lot 39, Township 9, Range 7;

thence west at an included angle with the last described line of $88^{\circ}00'47''$ and along the north line of Lot 39, Township 9, Range 7 a distance of ninety-six and ninety-seven hundredths feet (96.97') to the northeast corner of lands conveyed to the Town of Orchard Park by Liber 8087 of Deeds at Page 67;

thence southwest at a deflection to the left of $77^{\circ}41'52''$ and along an easterly line of lands conveyed by Liber 8087 of Deeds at Page 67, a distance of Five Hundred Twenty and Seven hundredths feet more or less ($520.07' \pm$) deeded and Five Hundred Nineteen and Sixty-Eight hundredths feet (519.68') measured to an angle point in said easterly line;

thence southwest along said easterly line and at an included angle with the last described line of $173^{\circ}23'30''$ a distance of Two Hundred One and Forty-Seven hundredths feet (201.47') to the southeast corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence west at an included angle with the last described line of $110^{\circ}41'58''$ a distance of One Hundred Seventy-Six and Twenty hundredths feet (176.20') to the southwest corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence north at right angles to the last described line a distance of One Hundred Eighty-One and Seventy-Five hundredths feet (181.75');

thence west at a deflection to the left of $90^{\circ}0'$ deeded and $89^{\circ}46'49''$ measured a distance of Six Hundred Twenty-Seven and no hundredths feet (627.0') deeded and Six Hundred Twenty-Three and Forty-One hundredths feet (623.41') measured to a point One Thousand One Hundred Eleven and Forty-Four hundredths feet (1,111.44') north of the centerline of Big Tree Road as measured at right angles with this described line;

thence south at right angles with the last described line a distance of Eight Hundred Sixty and Eighty-Four hundredths feet (860.84') to a point Two Hundred Fifty and Sixty hundredths feet (250.60') north of the centerline of Big Tree Road as measured along the extension south of this described line;

thence west at right angles with the last described line a distance of One Hundred Seventy-Seven and Thirty-Nine hundredths feet (177.39');

thence south at right angles with the last described line a distance of Two Hundred Twenty and Sixty-Four hundredths feet (220.64') to the centerline of Big Tree Road;

thence westerly along the centerline of Big Tree Road and at an included angle with the last described line of $80^{\circ}24'47''$ a distance of One Hundred Ninety-Two and Fifty-Three hundredths feet (192.53');

thence westerly along the centerline of Big Tree Road and at a deflection to the left of $0^{\circ}20'00''$ a distance of Forty-Eight and Twenty-Two hundredths feet (48.22');

thence north at an included angle with the last described line of $99^{\circ}15'20''$ a distance of One Thousand Five Hundred Seventy and Eighty hundredths feet (1,570.80') deeded and One

Thousand Five Hundred Ninety-Two and Forty-Seven hundredths feet (1,592.47') measured to the north line of Lot 39, Township 9, Range 7;

thence west along the north line of Lot 39 a distance of Five Hundred Fifty-Two and Ninety-Five hundredths feet (552.95') to the centerline of Abbott Road as now laid out;

thence northeast at an included angle with the last described line of $80^{\circ}08'15''$ a distance of Six Hundred Ninety-Seven and Eighty-One hundredths feet (697.81') to an angle point in the centerline of Abbott Road as now laid out;

thence northeasterly along the centerline of Abbott Road as now laid out and at a deflection to the left of $1^{\circ}29'56''$ a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to a point of curve in the centerline of Abbott Road as now laid out;

thence northerly along a curve to the left having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and a central angle of $15^{\circ}50'16''$ an arc length of Five Hundred Twenty-Three and Four hundredths feet (523.04') to the point of tangency;

thence northwesterly along the center line of Abbott Road and tangent to the last described line a distance of Two Hundred Eighty-Two and Eighty-One hundredths feet (282.81') to the point of beginning;

Excepting from the above described parcel the "burial ground lot" further bounded and described as follows:

Commencing at the intersection of centerlines of Abbott Road and Southwestern Boulevard;

thence southwest along the centerline of Abbott Road and its extension a distance of Eight Hundred One and Fifty hundredths feet (801.50');

thence southeasterly at a deflection to the right of $16^{\circ}33'49''$ a distance of Two Hundred Ten and Eighty-Eight hundredths feet (210.88') record and Two Hundred Seventeen and Fifty-Five hundredths feet (217.55') measured;

thence east at an angle with the last described line measured from the north to the east of $79^{\circ}55'55''$ a distance of Eight Hundred Sixty-One and Twenty-Seven hundredths feet (861.27') record and Eight Hundred Sixty-Three and Sixteen hundredths feet (863.16') measured to the point of beginning;

thence continuing east a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence north at an included angle with the last described line of $88^{\circ}46'27''$ a distance of Eighty-Two and Forty-Four hundredths feet (82.44');

thence west at an included angle with the last described line of $91^{\circ}13'33''$ a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence south at an included angle with the last described line of $88^{\circ}46'27''$ a distance of Eighty-Two and Forty-Four hundredths feet (82.44') to the point of beginning and containing 0.27 acres, more or less.

Also excepting from the above described parcel the southerly half of Southwestern Boulevard, said having a full right-of-way width of 100' as conveyed to the County of Erie by Liber 2062 of Deeds at Page 496;

Also excepting from the above described parcel that portion of lands lying within the above described parcel along Big Tree Road as conveyed by Edna Oaks to the State of New York by Liber 4287 of Deeds at Page 256 and shown on Map 25-R-1, Parcel 31;

The remaining parcel containing 138.98 acres more or less.

Also conveying the following described parcel

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence $S 5^{\circ}19'26'' E$ along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence $S 10^{\circ}22'02'' W$ along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence $S 11^{\circ}51'58'' W$ along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Piridy and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;

thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36');

thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13');

thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66');

thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28');

thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point;

thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of

the north line of lands conveyed by James F. Piridy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide;

thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The remaining parcel containing 58.65 acres more or less.

EXHIBIT B

FORM OF JOINDER OF THE COUNTY TO THE 2013 STADIUM LEASE

The County hereby executes this Joinder to the 2013 Stadium Lease for the purpose of: (a) acknowledging its approval of the subletting of the Stadium Complex to the Bills pursuant thereto and on all of the terms and conditions set forth in the 2013 Stadium Lease; and (b) acknowledging to the ECSC and Bills, and agreeing to perform and/or comply with its obligations arising under the 2013 Stadium Lease, as the case may be; including, without limitation, obligations arising under Sections 2.3, 4.2(b), 4.2(c), 4.2(e), 4.4, 4.5(c), 5.1, 5.2, 6.5, 9.7, 9.8, 9.9, 10.1, 10.2, 10.3, 10.5, 10.6, 10.7(e), 12.1, 13.2, 13.4, 13.5, 15.1, 17.3, 17.4, 18.3, 18.6, 19.1, 20.1, 20.5(a), 23.1, 25.1(b), 25.2, 25.3, 27.2, 28.2, 29.3, 29.5, 29.11, 29.19, 29.21 and 29.24 thereof.

The County represents and warrants to the ECSC and the Bills that: (a) it has full power and authority to enter into this Joinder to 2013 Stadium Lease and to perform and carry out all obligations, covenants and provisions hereof; and (b) this Joinder to 2013 Stadium Lease constitutes the legal, valid and binding obligation of the County in accordance with the terms hereof, and has been duly authorized by all necessary legislative, executive, committee and/or agency action, as the case may be, of the County.

The County further represents and warrants to the ECSC and the Bills that no further legislative action or approval on the part of the County is or shall be required in order to enable the County to perform and carry out all obligations, covenants and provisions of this Joinder to 2013 Stadium Lease.

THE COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

Approved as to form:

County Attorney

Approved as to Content:

Deputy County Executive

SCHEDULE 6.2

SCHEDULE OF GAME DAY EXPENSE AND OPERATING EXPENSE
QUARTERLY REIMBURSEMENT PAYMENT PERCENTAGES

Reimbursement Date	Percentage of Operating/Game Day Expense Reimbursement Due
August 1	Thirty-Four Percent (34%)
November 1	Thirty-Four Percent (34%)
February 1	Sixteen Percent (16%)
May 1	Sixteen Percent (16%)