

**AMENDMENT  
TO  
STADIUM SECURITY AGREEMENT**

**THIS AMENDMENT TO STADIUM SECURITY AGREEMENT** (this “**Amendment**”) is made as of March 29, 2023, by and between **BUFFALO BILLS, LLC**, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) (the “**Bills**”), and the **COUNTY OF ERIE**, a New York municipal corporation (the “**County**”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the SSA, as defined below.

**RECITALS:**

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

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

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

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

**WHEREAS**, the parties hereto desire to amend the SSA to extend the Agreement Term to the Amended Expiration Date (as hereinafter defined) .

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

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

2. **Agreement Term.** The “Agreement Term,” as such term is defined in Section 3 of the SSA, is hereby extended through and until the earlier of (A) July 31, 2028 and (B) Substantial

Completion of the Project (as such terms are defined in the CCA) (the “**Amended Expiration Date**”).

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

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

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

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Copies of signatures to this Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

*[Signature Pages Follow]*

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

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

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

Approved as to Form:

Jeremy Toth  
Jeremy Toth,  
County Attorney

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

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

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

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

By: \_\_\_\_\_  
Name: Mark C. Poloncarz,  
Title: County Executive

Approved as to Form:

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

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera,  
Deputy County Executive

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

By: Terrence M. Pegula  
Name: Terrence M. Pegula  
Title: Authorized Signatory

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

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

Natalie E Nitsche  
Notary Public

**NATALIE E. NITSCHÉ**  
No. 01N16432331  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 05/02/20 26

STATE OF FLORIDA                    )  
  : SS.  
COUNTY OF PALM BEACH         )

On the 3rd day of April, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, 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

