

STADIUM DEVELOPMENT
AND
CONSTRUCTION COORDINATING AGREEMENT

by and among

THE COUNTY OF ERIE,
A New York municipal corporation,

ERIE COUNTY STADIUM CORPORATION,
A New York business corporation,

and

BILLS STADIUM AND EVENTS COMPANY, LLC,
A Delaware limited liability company

March 29, 2023

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STADIUM DEVELOPMENT AND CONSTRUCTION COORDINATING AGREEMENT

THIS STADIUM DEVELOPMENT AND CONSTRUCTION COORDINATING AGREEMENT (together with all renewals, replacements, modifications and amendments thereof, this “**Agreement**”) is made as of the 29th day of March, 2023 (the “**Effective Date**”), by and among **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**”), **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, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”). The County, ECSC and StadCo are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, the County is the owner of approximately 242-acres 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, a portion of which is currently improved by the Current Stadium Complex (as defined herein) and a portion of which will be improved by the New Stadium Complex (as defined herein); and

WHEREAS, Buffalo Bills, LLC, a Delaware limited liability company (the “**Bills**”), an affiliate of StadCo by virtue of the common ownership of StadCo and the Bills by Buffalo Bills Holdings, LLC, a Delaware limited liability company (“**Holdco**”), owns a professional football franchise known as the Buffalo Bills (the “**Team**”); and

WHEREAS, pursuant to a certain Agreement of Lease, dated as of October 15, 1971, between the County and StadCo’s predecessor in interest (together with all renewals, replacements, modifications and amendments thereof, the “**1971 Original Lease**”), the Team has used and occupied the County’s football stadium and related amenities (the “**Current Stadium Complex**”) for its home games from 1973 through the expiration of the term of the 1971 Original Lease on July 31, 1998; and

WHEREAS, upon the expiration of the 1971 Original Lease, (a) the County and 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 Current Stadium Complex to ECSC, which 1998 Master Lease expired on July 31, 2013, and (b) ECSC and the Bills entered into that certain Stadium Lease dated as of August 1, 1998 (together with all renewals, replacements, modifications and amendments thereof, the “**1998 Stadium Lease**”), for the use and occupancy of the Current Stadium Complex, which 1998 Stadium Lease term expired on July 30, 2013; and

WHEREAS, upon the expiration of the 1998 Master Lease and the 1998 Stadium Lease, (a) the County and ECSC entered into that certain Master Lease dated as of May 6, 2013 (together with all renewals, replacements, modifications and amendments thereof, the “**2013 Master Lease**”), pursuant to which 2013 Master Lease the County leased the Current Stadium Complex to ECSC, which 2013 Master Lease expires on July 31, 2023, and (b) ECSC and the Bills entered into that certain Stadium Lease dated as of May 6, 2013 (together with all renewals, replacements, modifications and amendments thereof, the “**2013 Stadium Lease**”), for the use and occupancy of the Current Stadium Complex, which 2013 Stadium Lease term expires on July 30, 2023; and

WHEREAS, the County, ECSC, StadCo, the Bills and State of New York (the “**State**”) have determined that the Team, by playing its home games at the Current Stadium Complex and otherwise being associated with the Western New York area, encourages and fosters economic development and prosperity for the citizens of Erie County and Western New York, enhances the image of Erie County and Western New York and provides recreational and other opportunities for the citizens of Erie County and Western New York; and

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

WHEREAS, it is the desire of StadCo, the Bills, the County, ECSC, the State and the numerous fans of the Buffalo Bills that the Team remain in the County and Western New York; and

WHEREAS, on March 29, 2022, ECSC, the County and the Bills entered into a Memorandum of Understanding, as amended by that certain First Amendment to Memorandum of Understanding dated October 14, 2022 (as amended, “**MOU**”), setting forth in principle certain actions to be undertaken by each of the Parties to enable (a) the financing, design and construction of the New Stadium Complex, and (b) the Team to continue to play its home games at the Current Stadium Complex through completion of construction of the New Stadium Complex; and

WHEREAS, certain of the actions contemplated by the MOU relate to the Parties’ desire to construct a new stadium (the “**New Stadium**”) and related amenities on the Land (collectively, the “**New Stadium Complex**”); at a cost of approximately **ONE BILLION FIVE HUNDRED FORTY MILLION DOLLARS (\$1,540,000,000)**; and

WHEREAS, the Parties intend that the New Stadium Complex and its components will be constructed as a first-class facility that will be competitive based on objective metrics with other comparably-sized, publicly-financed and owned, multiuse, outdoor sports and community venue projects recently constructed both nationally and internationally, and, although designed and constructed primarily for use as the home field of the Team, the New Stadium Complex will be programmed as a multipurpose facility; and

WHEREAS, under the New York State Urban Development Corporation Act, chapter 174 of the 1968 Laws of New York (as amended, the “**Act**”), ESD, as defined below, is empowered to acquire 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 ECSC; and

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

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

WHEREAS, StadCo 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 construction of the New Stadium Complex, which may include agreements relating to architectural, design, engineering, surveying, environmental, code compliance, Americans with Disabilities Act compliance, and construction planning services; and

WHEREAS, to implement the design and construction of the Project (as defined herein), ECSC, the County and StadCo have agreed to enter into this Agreement; and

WHEREAS, ECSC, StadCo and the County have agreed to pay for such design and construction on the terms and conditions set forth in this Agreement; and

WHEREAS, to enable the Team to continue to play its home games at the Current Stadium Complex through completion of construction of the New Stadium Complex, pursuant to an extension of the 2013 Stadium Lease, (a) the County and ECSC have agreed to extend the 2013 Master Lease through July 31, 2028 (or until the New Stadium Complex is completed, whichever comes first), and (b) ECSC and the Bills have agreed to extend the 2013 Stadium Lease through July 31, 2028 (or until the New Stadium Complex is completed, whichever comes first); and

WHEREAS, upon Substantial Completion of the Project, the County will convey the New Stadium Land together with the New Stadium Complex and all other improvements thereon to ECSC, subject to a reserved easement on, over, across and through the New Stadium Land, as applicable; and

WHEREAS, upon Final Completion of the Project, the County will convey the Current Stadium Land to ECSC, subject to a reserved easement on, over, across and through the New Stadium Land, as applicable; and

WHEREAS, ECSC has agreed to lease the New Stadium Complex to StadCo on the terms and conditions set forth in a new stadium lease between ECSC, as lessor, and StadCo, as lessee, (together with all renewals, replacements, modifications and amendments thereof, the "**New Stadium Lease**"); and

WHEREAS, at its meeting on January 19, 2023, the Erie County Legislature as lead agency, found that the Project would not have a significant effect on the environment and issued a negative declaration pursuant to the New York State Environmental Quality Review Act and the implementing regulations of the New York State Department of Environmental Conservation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. RECITALS; DEFINITIONS; EXHIBITS AND SCHEDULES

1.1. **Recitals**. The Recitals set forth above hereby are incorporated into and made a part of this Agreement as if fully set forth herein.

1.2. **Definitions**. As used in this Agreement, the following terms shall have the meanings ascribed thereto:

(a) **2013 Non-Relocation Agreement**: The Non-Relocation Agreement, as defined the 2013 Stadium Lease.

(b) Access Agreement: Access Agreement to be executed by StadCo and the County in accordance with Section 7.1 substantially in the form attached hereto as **Exhibit M**.

(c) Accountant: Presently, Deloitte & Touche LLP, StadCo's certified public accounting firm, and any replacement or successor accounting firm retained by StadCo.

(d) Affiliate: (i) As to any Person other than a Governmental Authority, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Bills, HoldCo, StadCo or the Team.

(e) Affirmative Action Plan: The plan agreed to by the Parties, which is attached to this Agreement as **Exhibit B** and **Exhibit B-1**.

(f) Applicable Law: All applicable international, federal, state, county and town laws, rules, executive orders and regulations.

(g) Apprenticeship Law: Collectively, the Erie County Local Law No. 3-2018, known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program" and County Executive Order #011, entitled "Apprenticeship Programs on County Construction Contracts".

(h) Architect: The architect with respect to the Project shall be Populous Architects, P.C., or such other replacement or successor architect retained by StadCo in accordance with the terms and conditions of the Architect Agreements and approved by ECSC and County in accordance with Section 3.2 hereof.

(i) Architect Agreements: Any agreement that relates to the design of the Project between StadCo and/or the Architect, or between the Architect and any sub-consultant, together with all renewals, replacements, modifications and amendments thereof authorized in accordance with Section 3.2 hereof.

(j) Budget: The total budget of One Billion Five Hundred Forty Million Dollars (\$1,540,000,000) for the Project as set forth in **Exhibit C**.

(k) Building Code: The New York State Uniform Fire Prevention and Building Code in effect from time to time, as it may be amended.

(l) Business Day: Any day other than a Saturday, a Sunday, or a legal holiday on which M&T Bank is not open for business.

(m) Certificate of Occupancy: The certificate issued by the County allowing legal occupancy of the New Stadium Complex as required by Applicable Law.

(n) Change Order: A written order directing a Contract Change which is signed by StadCo, the Architect and the Construction Manager and authorized in accordance with Section 3.6 hereof.

- (o) Change Request: A written request for a Contract Change.
- (p) Commencement of the Work: The commencement of significant construction activities related to the Project.
- (q) Community Benefits Agreement: That certain Community Benefits Agreement by and among the County, ECSC, and StadCo, and assented to by the Architect and Construction Manager, dated concurrently with this Agreement.
- (r) Construction Agreement: Any agreement that relates to the development, construction or equipping of the Project between StadCo or the Construction Manager and any Construction Provider, or between any two Construction Providers.
- (s) Construction Documents: Any document classified as a “Construction Document” under the Construction Management Agreement.
- (t) Construction Management Agreement: The Construction Management Agreement dated as of the same date hereof, between StadCo, as developer, and GTBB, as Construction Manager, together with all renewals, replacements, modifications and amendments thereof authorized in accordance with Section 3.5 hereof.
- (u) Construction Manager: GTBB Joint Venture, a joint venture comprised of Gilbane Building Company and Turner Construction Company (“**GTBB**”), or such other qualified, licensed construction manager having demonstrable experience in managing and design and construction of projects similar to the Project that is selected and approved in accordance with Section 3.2 hereof.
- (v) Construction Provider: Any contractor, subcontractor, consultant or other Person furnishing materials or construction services for the Project.
- (w) Contract Change: Any change to the Work necessitating an adjustment to the Budget or a modification, alteration, addition, amendment or deletion to a Construction Agreement.
- (x) Corrective Work: Any Work necessary to correct Rejected Work or to repair or replace any damage to the Project or the Current Stadium Complex caused by the construction of the Project.
- (y) Corrective Work Costs: All out-of-pocket fees, costs and expenses whatsoever incurred by any of the Parties in connection with the performance of the Corrective Work.
- (z) Cost Segregation Study: A cost segregation study, the cost of which shall be borne by StadCo, that shall be completed by the Accountant with respect to the Project, and which shall identify the Qualifying Personal Property.
- (aa) County Default: Any of the events described in Section 8.3 hereof.
- (bb) County Representative: The representative appointed by the County pursuant to Section 4.1 hereof.
- (cc) Current Stadium Land: The portion of the Land described on **Exhibit A** attached hereto.

- (dd) Default: Any StadCo Default, County Default or ECSC Default.
- (ee) Default Interest Rate: A rate per annum that is the lesser of (a) four percent (4%) above the interest rate charged from time to time by M&T Bank, or its successor, as its prime commercial or similar reference rate, and (b) the maximum non-usurious rate permitted by Applicable Law.
- (ff) Deficiency: Defined in Section 4.7.
- (gg) Demolition of the Current Stadium Complex: Demolition of the Current Stadium Complex (including the disposition of surplus property) in accordance with, and pursuant to, all Applicable Laws and restoration of the Current Stadium Land in accordance with the Plans and Specifications with clean fill to a condition and grade reasonably acceptable to ECSC.
- (hh) Design Development Documents: Any document classified as a “Design Development Document” under the Architect Agreements.
- (ii) ECSC Default: Any of the events described in Section 8.2 hereof.
- (jj) ECSC Representative: The representative appointed by ECSC pursuant to Section 4.1 hereof.
- (kk) ESD: 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.
- (ll) Final Completion: The (i) Demolition of the Current Stadium Complex, (ii) delivery by StadCo to ECSC and the County of a written certification from the Architect establishing that the Project is completed and that all Punch List Items and Corrective Work have been fully and completely performed in accordance with the Plans and Specifications, together with final waivers of lien and general releases from all Construction Providers, and (iii) receipt of a final Certificate of Occupancy for the New Stadium Complex.
- (mm) Final Completion Date: March 25, 2027.
- (nn) Force Majeure: The occurrence of any of the following, for the period of time, if any, that the performance of a Party’s material obligations under this Agreement is actually, materially, and reasonably delayed or prevented thereby: acts of God, acts of the public enemy, the confiscation or seizure by any Governmental Authority, insurrections, wars or warlike action (whether actual and pending or expected), arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes (excluding any strike by NFL players or lock out by owners of NFL teams), unavailability of materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, any delays occasioned by proceedings under the dispute resolution procedures of Article 9, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable’ control of the Party claiming the right to delay performance on account of such occurrence and that, in any event, is not a result of the intentional act, negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. Notwithstanding the foregoing, “Force Majeure” shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.
- (oo) Force Majeure Delay Periods: With respect to any particular occurrence of Force Majeure that number of days of delay in the performance by StadCo, ECSC or the County, as applicable,

of their respective obligations under this Agreement actually resulting from such occurrence of Force Majeure.

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

(qq) Funding Schedule: A funding schedule, attached hereto as **Exhibit G**, specifying the dates and timing of each Party's obligation to pay their pro rata portion of payment of Project Costs, as set forth in Sections 2.2(a), 2.3(a) and 2.4(a) hereof, to the Project Account, such funding schedule to be modified from time to time as the Project progresses upon consent of all the Parties.

(rr) GMP: The guaranteed maximum price for the construction of the Project as set forth in the Construction Management Agreement, as may be adjusted from time to time in accordance with Section 3.6 hereof.

(ss) Governmental Authority: Any federal, state, or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or groups exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, in each case, whether now or hereafter in existence.

(tt) Land: The Current Stadium Land and the New Stadium Land.

(uu) Lien Release Bond: Defined in Section 4.6(b).

(vv) Losses: Defined in Section 12.1.

(ww) Master Project Schedule: The schedule prepared by the Construction Manager pursuant to the Construction Management Agreement that reflects the master schedule of the design, purchase, construction and development of the Project, the most current version of which is attached hereto as **Exhibit J**, as such schedule may be further modified, amended or supplemented in accordance with Section 3.3 hereof, and any failure by StadCo to meet the target dates (other than the Final Completion Date and the Substantial Completion Date) shall not in and of itself constitute an StadCo Default. The Final Completion Date and the Substantial Completion Date shall be subject to extension by Force Majeure as provided herein.

(xx) Material Action or Inaction: As applicable, a material action or inaction by any Party. For the avoidance of doubt, it shall not be deemed to be a "Material Action or Inaction" if ECSC or the County is exercising its rights under this Agreement, including, but not limited to, giving or not giving any consent or approval which ECSC or the County has no obligation to give or not give hereunder. Any action or inaction of any Party shall not be deemed a Material Action or Inaction unless and until the party claiming such Material Action or Inaction delivers written notice to the other Parties, as applicable, and the Party whose action or inaction is at issue does not cure such action or inaction within thirty (30) days of the date of such notice.

(yy) New Stadium Land: The portion of the Land described on **Exhibit A-1** attached hereto.

(zz) NFL: The National Football League, an unincorporated association, having an office and principal place of business at 345 Park Avenue, New York, New York 10154, and any successor or substitute association or entity of which the Team is a member or joint owner and which engages in professional football competition in a manner comparable to the National Football League.

- (aaa) NFL Team: Any existing or future member team of the NFL.
- (bbb) Non-Relocation Agreement: That certain Non-Relocation Agreement by and among the County, ECSC, StadCo, and the State of New York dated concurrently with this Agreement.
- (ccc) OSC: The Office of the New York State Comptroller
- (ddd) Payment Breach: Defined in Section 4.3(e).
- (eee) Person: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.
- (fff) Plans and Specifications: The graphic and pictorial documents depicting the design, location and dimension of the Project, together with the written requirements for the materials, equipment, construction systems, standards and workmanship of the Project, including, but not limited to, the Construction Documents, Design Development Documents and the Schematic Design Documents. Bid documents and Construction Documents shall be stamped and signed by professional engineer(s) and/or registered architect(s) licensed to practice in New York State.
- (ggg) Pre-Construction Work: Defined in Section 3.1.
- (hhh) Professional Agreements: The Construction Management Agreement and the Architect Agreements.
- (iii) Project: The design, development and construction of the New Stadium Complex and the Demolition of the Current Stadium Complex as outlined in **Exhibit I** hereto and in accordance with the Project Program Statement, as may be modified in accordance with this Agreement.
- (jjj) Project Account: The interest-bearing account maintained by ECSC at M&T Bank, or such other bank approved by the Parties, for the receipt of funds from the Parties for payment of Project Costs.
- (kkk) Project Agreements: The Professional Agreements and the Construction Agreements.
- (lll) Project Cost Overrun: Any Project Costs incurred in excess of the Budget, including any cost overruns related to changes made to the Project Program Statement.
- (mmm) Project Costs: All out-of-pocket fees, costs and expenses whatsoever incurred by any of the Parties required to be paid under any Project Agreement and in connection with the preconstruction, design, construction and equipping of the Project, including, but not limited to, all Corrective Work Costs, all fees and expenses paid by StadCo to the Construction Manager or the Architect, all Construction Manager fees and expenses, and all sums for insurance pursuant to Article 6 of this Agreement but excluding: (i) any fees or expenses incurred by any of the Parties for “in-house” personnel and Representatives, (ii) any interest expenses incurred by any of the Parties in connection with obtaining financing to fund each Party’s allocable portion of the Budget, (iii) any costs incurred by any of the Parties for feasibility analysis related to the Project, and (iv) any costs incurred as a result of a Material Action or Inaction of ECSC or the County.
- (nnn) Project Damage: Any casualty to the New Stadium Complex that occurs prior to Substantial Completion of the Project.

(ooo) Project Insurance Policy: Any policy of insurance required to be maintained pursuant to Section 6.1 or Section 6.2 hereof.

(ppp) Project Labor Agreement: Defined in Section 13.18.

(qqq) Project Manager: Conventions Sports & Leisure International, LLC, d.b.a. Legends Project Development, and any replacement or successor project management firm retained by StadCo.

(rrr) Project Payment: A payment out of the Project Account for Work performed on the Project pursuant to this Agreement.

(sss) Project Program Statement: The project program statement as set forth in **Exhibit L**, as may be modified upon mutual consent of the Parties.

(ttt) Project Team: The term “Project Team” shall mean those third-party companies retained by StadCo in connection with the design, development and construction of the New Stadium Complex in connection with the Project, including, without limitation: (i) the Architect and any Construction Providers contracting with the Architect; (ii) the Construction Manager and any Construction Providers contracting with the Construction Manager; and (iii) the Project Manager; provided, however, that the subcontracts governing the aforementioned subcontractors shall comply in all respects with terms of this Agreement, including, as to the ability of such subcontracts to be assigned to the County and ECSC.

(uuu) Project Warranties: All warranties, express or implied, issued by the Construction Manager, a Construction Provider or material supplier or manufacturer in connection with the Project.

(vvv) PSL: A personal seat license that entitles the licensee to, among other things, buy season tickets to certain Team games and for certain other events held in the New Stadium.

(www) PSL Marketing Agreement: The Personal Seat License Marketing and Sales Agreement to be executed by StadCo and ECSC in the form attached hereto as **Exhibit O**.

(xxx) PSL Proceeds: The net proceeds of any PSL sold by StadCo, as agent for ECSC with respect to the New Stadium, prior to Final Completion.

(yyy) Punch List Items: Any incomplete, insubstantial Work consisting of minor construction details, mechanical adjustments or decorations, the non-completion of which does not materially interfere with the intended use.

(zzz) Qualifying Personal Property: In connection with the completion of the Cost Segregation Study, all property purchased and installed at the New Stadium Complex that is classified as personal property in accordance with GAAP and may be depreciated at an accelerated rate in accordance with Applicable Law.

(aaaa) Record Drawings: Drawings prepared by the Architect, Construction Manager, Construction Provider, or any of their representatives, reflecting the Project in its “as-built” condition, the cost of which shall constitute a Project Cost.

(bbbb) Rejected Work: Any Work rejected by the Architect, the County, ECSC or StadCo because of non-conformance with the Plans and Specifications, whether observed before or after Substantial Completion, but in no event later than the earlier termination or expiration of this Agreement.

(cccc) Representative: Any Party's representative appointed pursuant to Section 4.1 hereof.

(dddd) Request for Disbursement: A certified statement by StadCo requesting the disbursement of Project funds from the Project Account, substantially in the form set forth in **Exhibit D** hereto.

(eeee) Schematic Design Document: Any document classified as a "Schematic Design Document" under the Architect Agreements.

(ffff) StadCo Capital Obligations: StadCo's obligations under this Agreement to provide capital funding for its respective portion of the Budget in accordance with Section 2.4(a) hereof.

(gggg) StadCo Default: Any of the events described in Section 8.1 hereof.

(hhhh) Structure Chart: Defined in Section 10.3(l).

(iiii) Substantial Completion: The delivery by StadCo to the County and ECSC of (i) a Substantial Completion Certificate which certifies that except for Punch List Items, the Project, except for the Demolition of the Current Stadium Complex, has been completed in accordance with the Plans and Specifications and describes in reasonable detail such Punch List Items, (ii) a temporary Certificate of Occupancy for the Project, and (iii) conditional waivers of lien and general releases from all Construction Providers.

(jjjj) Substantial Completion Certificate: A written certification from Architect to the County, StadCo, ECSC and the Construction Manager as to the completion status of the Project.

(kkkk) Substantial Completion Date: July 1, 2026.

(llll) Work: Construction activities related to the Project.

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

1.4. Exhibits and Schedules. The following exhibits and schedules are attached to and made a part of this Agreement:

- EXHIBIT A - Current Stadium Land
- EXHIBIT A-1 - New Stadium Land
- EXHIBIT B - Affirmative Action Plan
- EXHIBIT B-1 - Affirmative Action Plan (continued)
- EXHIBIT C - Budget
- EXHIBIT D - Request for Disbursement
- EXHIBIT E - Requisition Affidavit
- EXHIBIT F - Construction Manager's Insurance Requirements
- EXHIBIT G - Funding Schedule
- EXHIBIT H - Legal Opinions
- EXHIBIT I - Intentionally omitted
- EXHIBIT J - Master Project Schedule
- EXHIBIT K - Project Labor Agreement
- EXHIBIT L - Project Program Statement

EXHIBIT M - Access Agreement
 EXHIBIT N - Structure Chart of StadCo
 EXHIBIT O - PSL Marketing Agreement

ARTICLE 2. DEVELOPMENT ACTIVITIES

2.1. Development Generally. Subject to the terms and conditions of this Agreement, including compliance with the Project Program Statement, the scheduling of Work in accordance with the Master Project Schedule, the limitations set forth in the Budget and the general scope of services set forth in the Construction Management Agreement, the Parties shall endeavor in good faith to design, develop and construct the Project, as contemplated in this Agreement.

2.2. Obligations of the County. In addition to the other obligations of the County set forth in this Agreement, but subject to the terms and conditions set forth herein, the County:

(a) in accordance with the Funding Schedule, shall pay or cause to be paid, (i) Two Hundred Fifty Million Dollars (\$250,000,000), to be deposited in the Project Account in accordance with the terms set forth herein, to fund payment of a portion of the Project Costs, and (ii) all amounts required to pay for Project Cost Overruns caused solely by a Material Action or Inaction of the County;

(b) shall serve as the permitting Governmental Authority for the construction of the Project, and, in such capacity, shall, subject to and in accordance with Applicable Law, promptly review all applications for necessary building permits and other construction approvals upon application by the Architect or Construction Manager on behalf of StadCo with respect to the Project, and conduct periodic inspections to close out such permits and approvals in accordance with Applicable Law;

(c) shall appoint a representative with respect to the Project in accordance with Section 4.1 hereof; and

(d) shall oversee the implementation of the Community Benefits Agreement.

2.3. Obligations of ECSC. In addition to the other obligations of ECSC set forth in this Agreement, but subject to the terms and conditions set forth herein, ECSC:

(a) in accordance with the Funding Schedule, shall pay or cause to be paid, (i) Six Hundred Million Dollars (\$600,000,000) to be deposited in the Project Account in accordance with the terms set forth herein, to fund payment of a portion of the Project Costs, and (ii) all amounts required to pay for Project Cost Overruns caused solely by a Material Action or Inaction of ECSC;

(b) shall appoint a representative with respect to the Project in accordance with Section 4.1 hereof; and

(c) shall oversee the implementation of the Affirmative Action Plan.

2.4. Obligations of StadCo. In addition to the other obligations of StadCo set forth in this Agreement, but subject to the terms and conditions set forth herein, StadCo:

(a) in accordance with the Funding Schedule, shall pay or cause to be paid, (i) the net difference between (A) the sum of the contributions of the County pursuant to Section 2.2(a), the contributions by ECSC pursuant Section 2.3(a) and the PSL Proceeds and (B) total Project Costs, and (ii)

all amounts required to pay for Project Cost Overruns (other than Project Cost Overruns caused solely by a Material Action or Inaction of ECSC or the County);

(b) shall cause design and construction of the Project to proceed with reasonable diligence after the Commencement of the Work until Final Completion of the Project;

(c) shall cause the Architect in consultation with the Construction Manager to design the Project in accordance with the Professional Agreements;

(d) shall select and contract with (or cause the Construction Manager to contract with) the Construction Providers in accordance with Article 3;

(e) shall provide to the County and ECSC Record Drawings;

(f) shall cause Project Damage, if any, to be repaired, restored and replaced in accordance with Article 5;

(g) shall implement and cause the Construction Manager to implement the Affirmative Action Plan and the Apprenticeship Law with respect to all Construction Providers and shall report on a monthly basis to ECSC and the County the results of such implementation in accordance with the reporting obligations of StadCo to ECSC and the County specified in the Affirmative Action Plan;

(h) shall furnish the other Parties with all necessary access to the New Stadium Complex for the purpose of carrying out their respective obligations hereunder in accordance with the Master Project Schedule;

(i) shall furnish the County and ECSC with copies of all plans, specifications, drawings and other materials, regardless of whether such materials are in a written or electronic format, with respect to the development, design or construction of the New Stadium Complex, including, without limitation, true, correct and complete copies of all Project Agreements;

(j) shall provide or cause the Construction Manager to provide a field office (complete with water, electric, telephone and Internet service) for the non-exclusive use of the County, the County Representative, and their employees and consultants;

(k) shall pay all other StadCo Capital Obligations;

(l) shall appoint a representative with respect to the Project in accordance with Section 4.1 hereof;

(m) shall provide or cause the Construction Manager to provide a field office (complete with water, electric, telephone and Internet service) and otherwise in condition acceptable to ECSC for the exclusive use by ECSC, the ECSC Representative, and their employees and consultants;

(n) shall comply with and shall cause the Construction Manager to comply with all requirements of the Community Benefits Agreement;

(o) shall, in accordance with the PSL Marketing Agreement, as agent for ECSC, cause all PSL Proceeds to be deposited into the Project Account;

(p) shall comply with or cause the Construction Manager to comply with all requirements of the Affirmative Action Plan attached hereto as **Exhibit B** and **Exhibit B-1**; and

(q) in conjunction with the Architect and the Construction Manager, shall be responsible for advertising for and contracting with (or causing the Architect, the Construction Manager or other Construction Providers to contract with) all Construction Providers performing work in accordance with the Plans and Specifications and Applicable Law.

2.5. Term. The term of this Agreement, unless sooner cancelled or terminated in accordance with the terms and conditions hereof, shall commence on the Effective Date and continue until (a) the Final Completion of the Project and (b) the fulfillment of the Parties' respective obligations hereunder, at which time the Parties shall execute a document memorializing the termination of this Agreement.

2.6. Cost Segregation Study and Qualifying Personal Property. In connection with the completion of the Project, the Parties agree that StadCo shall engage the Accountant to complete the Cost Segregation Study at the end of each year of construction of the Project. Upon completion of the Cost Segregation Study at the end of each year, all Project Costs incurred with respect to Qualifying Personal Property shall be allocated to StadCo, in relation to its obligation to contribute payment of its allocable share of the Budget in accordance with Sections 2.4(a) and 4.3(f) hereof, up to a maximum amount of the contribution of StadCo for payment of Project Costs to such year-end date. The cost of the New Stadium Complex classified as land shall be allocated to the County. Notwithstanding the foregoing, the allocation of Qualifying Personal Property to StadCo and land to the County shall be effective only to the extent that the County receives an opinion from its bond counsel that such allocation does not adversely affect the exclusion from gross income of any outstanding tax-exempt bond of the County and will not jeopardize the County's ability to issue tax-exempt bonds to finance its share of the Project Costs. To the extent the County's bond counsel is unable to give such an opinion, the Parties shall work together to determine mutually agreeable allocations of the Project Costs.

ARTICLE 3. PROJECT CONSTRUCTION AND DESIGN

3.1. Pre-Construction Work. StadCo has entered into certain pre-construction agreements in connection with the provision of certain pre-construction services related to architectural design, engineering, surveying, environmental and Building Code compliance as required under Applicable Law, ADA compliance and construction planning (collectively, the "**Pre-Construction Work**"). The costs of the Pre-Construction Work are included in the Budget and shall be paid directly by StadCo as part of StadCo's contribution to the Budget.

3.2. Professional Agreements. Prior to selecting or engaging (or allowing the Construction Manager or the Architect to select or engage) any other Person to serve as an additional or replacement Construction Manager or as an additional or replacement Architect in conjunction with the Project, StadCo shall submit to the other Parties for their approval (which approval shall not be unreasonably withheld or delayed in excess of fifteen (15) days), such Person's name, references, qualifications, financial statements or similar financial information and other information as such other Parties shall reasonably request. Without limiting the generality of the foregoing, the selection and engagement of any Person to serve as a replacement or additional Construction Manager or Architect shall be done in accordance with Applicable Law. Notwithstanding the foregoing and subject to the Affirmative Action Plan and the Community Benefits Agreement, ECSC and County consent to and agree that the Architect has permission to retain the architect and engineering companies specified on Schedule 3.2 in connection with sub-contracting certain pre-construction and construction related services with respect to the Project. Concurrently with the execution of this Agreement, StadCo shall provide ECSC and the County with true, correct and complete copies of the Professional Agreements entered into prior to the date hereof. None of the Professional

Agreements shall be amended, terminated or otherwise modified without the approval of the County and ECSC, which approval shall not be unreasonably withheld, conditioned or delayed. Each of the Professional Agreements shall grant third party beneficiary status to the County and ECSC and permit the assignment thereof to the County, ECSC or their designees without the need to obtain the consent from the other party or parties to such agreement.

3.3. Master Project Schedule. Pursuant to the Construction Management Agreement, StadCo has caused the Construction Manager, in consultation with the Architect and the other Parties, to prepare the Master Project Schedule, the most current version of which is attached hereto as **Exhibit J**. The Parties acknowledge and agree that the Master Project Schedule has been prepared such that (a) the Project shall achieve Substantial Completion by no later than the Substantial Completion Date and (b) the Project shall achieve Final Completion by no later than the Final Completion Date, subject to Force Majeure. The Master Project Schedule will be amended from time to time by StadCo and Construction Manager as Project sequencing is determined, which amendment(s) shall be provided to ECSC and the County for their review and comment, and, in the case of any changes in the dates for commencement of the Work or Final Completion of the Project, approval, which approval shall not be unreasonably withheld, conditioned or delayed. For any delays to the Master Project Schedule caused by the Material Action or Inaction of ECSC, the County, or a Force Majeure event, no such approval shall be required from ECSC or the County.

3.4. Plans and Specifications.

(a) Pursuant to the terms and conditions of the Architect Agreements, StadCo shall cause the Architect to prepare the Plans and Specifications in accordance with the Master Project Schedule, the Project Program Statement, and the Building Code. Without limiting the rights of any Party pursuant to the Architect Agreements, each Party and their respective consultants shall have the right to review and approve the Plans and Specifications, as well as any modifications or amendments thereof, in accordance with the Master Project Schedule, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any changes to the Project Program Statement, and any changes to the Plans and Specifications that materially impact the quality or life cycle of the New Stadium Complex, shall require the prior written approval of the County and ECSC, which approval may be withheld, conditioned or delayed in their sole and absolute discretion.

(b) To the extent that StadCo seeks to modify the Schematic Design Documents, Design Development Documents, Construction Documents or other Plans and Specifications, StadCo shall notify the other Parties, the County Representative, the ECSC Representative, the Architect and the Construction Manager within the time period set forth in the Master Project Schedule for the modification and revision of such documents. Any request to modify any such document which is received after the applicable time period set forth in the Master Project Schedule shall not be incorporated into the Plans and Specifications unless each of the other Parties consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall be deemed to be acting reasonably to the extent they withhold or condition approval of changes to the Plans and Specifications that are inconsistent with the Project Program Statement.

(c) Upon approval of the Plans and Specifications by ECSC and the County in accordance with Section 3.4(a) hereof, StadCo shall cause the Construction Manager and the Architect to prepare construction bid packages in form and content reasonably acceptable to the Parties and shall cause the Construction Manager to solicit bids from qualified potential Construction Providers, subject to the approval of the County and ECSC. StadCo will use commercially reasonable efforts to cause the Construction Manager to award the bids for the Work as soon as practicable, and enter into Construction Agreements with such Construction Providers. In connection with the competitive bidding process, StadCo will develop such competitive bidding procedures and requirements as reasonably necessary to ensure

compliance in accordance with Applicable Law, including but not limited to, County Local Law No. 2 of the Laws of 2021 and New York State General Municipal Law Section 103, and shall cause the Construction Manager to comply with the same.

(d) The review and approval of any of the Plans and Specifications or any amendments or modifications thereof, and the issuance of all building permits in connection with the Project, by the County, ECSC and their respective Representatives and consultants, as the case may be, shall constitute only an approval of the aesthetic features of the Project described in the drawings, and such Party's acknowledgment that site plans and floor plans and the spatial relationship of the various parts of the plans are satisfactory to it, and shall not be construed as an approval of the quality of the architectural, structural or engineering design of the Project or any of its components, or an acknowledgment that the design complies with Applicable Law or the Project Program Statement. Such review and approval shall not (i) constitute a waiver of any warranties or guaranties set forth in any of the Professional Agreements, (ii) release the Construction Manager or the Architect from liability for any errors or omissions, or (iii) be the basis for any liability on behalf of the County, ECSC and their respective Representatives and consultants for any errors or omissions.

3.5. Construction Agreements.

(a) The Construction Agreements will contain the terms and conditions described in this Section 3.5 and such other terms and conditions as may be necessary or appropriate to permit StadCo to comply with their obligations under this Agreement.

(b) Each of the Construction Agreements shall grant third party beneficiary status to the County and ECSC and permit the assignment thereof to the County, ECSC or their designees without the need to obtain the consent from the other party or parties to such agreement.

(c) In addition to the requirements set forth elsewhere in this Agreement, the Construction Agreements shall require or provide for the development, construction and completion of the Project in accordance with the Plans and Specifications and the Building Code. In particular, each Construction Agreement shall contain, as appropriate, (i) a payment schedule setting forth the payment amounts to be made upon a schedule of values or the phased completion of the Work required under such Construction Agreement, (ii) procedures to withhold from payment appropriate retention amounts (including any retention amounts required by Applicable Law), (iii) requirements for the receipt of lien waivers and general releases from Construction Providers and their agents, (iv) requirements for the delivery of a "payment request certificate" from the Construction Manager and the Architect for the applicable portion of the Project certifying that the Work to which the requested payment relates has been completed in accordance with the Plans and Specifications and that such requested payment is not the subject of another outstanding or previously paid payment request, (v) requirements affording ECSC, the County, and their respective Representatives and consultants the right to inspect the Work periodically during the course of construction and the right of ECSC and the County to reject any Work that does not conform to the Plans and Specifications; and (vi) requirements affording ECSC, the County, and their respective Representatives and consultants the right to access and review the Construction Agreement and all Construction Documents, including, but not limited to, submittals, payment applications, proposed change orders, substitution requests, drawing, specifications and other reports/project submissions. StadCo shall cause the Construction Manager to deliver to the County, ECSC and their respective Representatives monthly written progress reports of any Work performed by any Construction Provider for which an invoice has been submitted to the Construction Manager for review and approval. All Construction Agreements shall comply with all applicable state, federal and local laws and shall be subject to Article 15-A of the New York State Executive Law, Section 17-B of the New York State Executive Law, Section 135 of the New York State Finance Law and Article 8 of the New York State Labor Law. For the avoidance of doubt, the

Project shall be subject to the payment of prevailing wages pursuant to Article 8 of the New York State Labor Law.

(d) The County and ECSC shall have the right to approve the form of Construction Agreement, which approval shall not be unreasonably withheld, conditioned or delayed, provided such form of Construction Agreement meets the requirements of this Agreement. Upon the approval by the County and ECSC of the form Construction Agreement, such form of agreement shall not be materially amended, terminated or otherwise materially modified without the written approval of the County and ECSC, such approval not to be unreasonably withheld, conditioned or delayed.

3.6. Contract Changes. Prior to issuance of a Change Order, StadCo shall submit a Change Request to ECSC and the County for review and approval, which Change Request shall be accompanied, at a minimum, by conceptual drawings depicting the scope of the proposed Work and a good faith estimate of the Project Costs associated with such Change Request (or the net savings in Project Costs that would result from such Change Request) including all costs associated with the evaluation, budgeting, design and implementation of the requested change. ECSC and the County shall have seven (7) days to review and approve any proposed Change Request, which must be approved by both ECSC and the County, but which approval shall not be unreasonably withheld. Any rejection of a proposed Change Request (rejection by just one of ECSC or the County being sufficient) shall be deemed reasonable if ECSC and/or the County determines that (i) the Change Request fails to comply with Applicable Law, (ii) the Change Request negatively impacts the quality or life cycle of the New Stadium Complex, (iii) the Change Request is in any way inconsistent with the Project Program Statement, or (iv) an unpaid Deficiency, as defined below, exists. In the event that ECSC or the County fail to approve or reject such Change Request within seven (7) days of the receipt thereof, such Change Request shall be deemed approved. In the event a Change Request is rejected by ECSC or the County, the notice of rejection shall be accompanied by a reasonably detailed written explanation outlining the rationale for the rejection. Following approval by ECSC and the County of any proposed Change Request, StadCo may proceed with issuance of a Change Order for such Change Request.

3.7. Budget; Project Cost Overruns.

(a) The Budget for the Project of One Billion Five Hundred Forty Million Dollars (\$1,540,000,000) is set forth in **Exhibit C** attached hereto.

(b) Any Project Cost Overruns shall be paid by StadCo, except to the extent such Project Cost Overrun is caused solely by a Material Action or Inaction of the County or ECSC.

3.8. Payment and Performance Bonds. Pursuant to the Construction Manager Agreement, the Construction Manager is required to furnish and maintain in full force and effect, from and after the Commencement of the Work until Final Completion of the Project, a performance bond and a labor and material payment bond in the full amount of the GMP and otherwise in form and substance and issued by a surety satisfactory to the ECSC, the County and StadCo. The bonds shall be in favor of the ECSC, the County, StadCo and the Construction Manager and shall conform in all respects to all requirements imposed by Applicable Law. Premiums for such bonds shall constitute a Project Cost.

3.9. Letter of Resolution. StadCo shall comply with the terms contained in a letter of resolution dated December 30, 2022 between ECSC, the State Historic Preservation Office of the New York State Office of Parks, Recreation, and Historic Preservation, and the State of New York Department of Environmental Conservation, which was executed by the County and the Bills as concurring parties. The Parties agree to cooperate in implementation of the requirements contained therein.

ARTICLE 4. MATTERS CONCERNING CONSTRUCTION OF THE PROJECT

4.1. Construction Representatives. ECSC, the County and StadCo shall each appoint a representative to be actively involved in the matters contemplated by this Agreement from the date hereof until Final Completion of the Project. Each Party's representative shall be on-site or readily available by telephone. Each of ECSC, the County and StadCo may remove and replace its Representative as and when it so desires and shall promptly notify the other Parties of any such change. Each of the Representatives and any such other persons from the respective Representative's organization and such advisors and consultants as such Representative considers advisable or appropriate shall (i) have full access to the New Stadium Complex (subject to safety considerations); (ii) shall be permitted to review all Project Agreements and Plans and Specifications, including all drafts thereof; (iii) shall be notified in advance of and invited to attend all material meetings relating to the design and construction of the Project, including, without limitation, any meetings relating to the preparation of the Plans and Specifications and any periodic meetings with Construction Providers concerning the status or quality of the design and construction of the New Stadium Complex; (iv) shall have access to the Construction Manager's electronic document management system for the Project, subject to all Project safety guidelines; and (v) shall have access to all other construction-related documentation, subject to all Project safety guidelines.

4.2. Administration of the Construction Agreements.

(a) StadCo shall supervise, monitor and enforce the Construction Management Agreement and the Architect Agreements and shall cause the Construction Manager to supervise, monitor and enforce the Construction Agreements in such manner as is reasonably appropriate and necessary to complete the Project.

(b) StadCo, through the Construction Manager and the Architect, shall cause all Construction Providers to perform the Work in a good and workmanlike manner, in accordance with the Plans and Specifications and the Project Program Statement and in accordance with all Applicable Laws, including but not limited to, the Americans with Disabilities Act and any other similar measures designed to ensure or enhance handicapped access to public facilities.

(c) StadCo shall cause the Construction Manager or the Architect to obtain or procure all necessary variances, permits, licenses and certificates of occupancy necessary for the design, development, construction and occupancy of the Project.

4.3. Project Funding. Promptly after execution of this Agreement, ECSC shall establish the Project Account in accordance with the terms set forth herein. The Parties shall deposit their respective capital contributions as specified in Section 2.2(a), 2.3(a), and 2.4(a) hereof and this Section 4.3, in the Project Account in quarterly installments in accordance with the Funding Schedule. All funds deposited in the Project Account shall be used solely for payment of Project Costs and any interest earned in the Project Account shall be reinvested into the Project. No other funds shall be commingled with funds deposited by the Parties in the Project Account.

(a) In accordance with the Funding Schedule, ECSC shall deposit, or shall cause to be deposited, into the Project Account, Six Hundred Million Dollars (\$600,000,000) as provided in Section 2.3(a) hereof in quarterly installments in accordance with the Funding Schedule.

(b) In accordance with the Funding Schedule, the County shall deposit, or shall cause to be deposited, into the Project Account, Two Hundred Fifty Million Dollars (\$250,000,000) as provided in Section 2.2(a) hereof in quarterly installments in accordance with the Funding Schedule.

(c) StadCo, in its capacity as agent for ECSC, shall cause to be deposited into the Project Account all PSL Proceeds in accordance with the terms of the PSL Marketing Agreement. Upon the expiration of this Agreement, StadCo shall continue to have the exclusive right, as agent for ECSC, to enter into agreements to sell and license PSLs and to transfer the PSL Proceeds which shall be distributed in accordance with such agreements as further described in the PSL Marketing Agreement. StadCo shall have no ownership interest in the PSL Proceeds generated from the sale by ECSC of PSLs. StadCo shall enter into the PSL Marketing Agreement concurrently with or promptly following the execution and delivery of this Agreement.

(d) StadCo shall make quarterly deposits into the Project Account in accordance with the Funding Schedule and Section 2.4(a), in such amounts and at such times as may be required to timely pay the Project Costs in accordance with the terms hereof and shall deposit into the Project Account any other StadCo Capital Obligations for which StadCo is liable pursuant to this Agreement in excess of the amounts set forth in this Section 4.3(d), including all Deficiency payments. With respect to any Deficiency, including any Project Cost Overruns (other than Project Cost Overruns caused solely by a Material Action or Inaction of ECSC or the County), the Parties shall amend the Funding Schedule to increase StadCo's contribution to the Project Account such that the Deficiency will be eliminated.

(e) For purposes of ascertaining whether a Party has timely paid its respective obligations pursuant to Sections 2.2(a), 2.3(a) or 2.4(a) hereof, such Party will be deemed to have per se failed to timely pay such obligation if any portion of such obligation is not funded by the date specified therefor in the Funding Schedule and such obligation shall remain outstanding for three (3) Business Days' following receipt of notice from any other Party of such delinquency (upon such third Business Day, a "**Payment Breach**"). In the event of Payment Breach, the Party who has failed to timely pay shall be responsible to the other Parties for any damages resulting therefrom commencing from the date of Payment Breach but the other Parties shall have no other remedies unless such Payment Breach becomes a Default as set forth in the remainder of this Section 4.3(e). For the avoidance of doubt, such damages shall be agreed upon by the Parties or, failing such agreement, shall be determined by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof. In the event any Party shall have failed to timely pay its respective obligations pursuant to Section 2.2(a), 2.3(a) or 2.4(a) hereof, and such non-payment continues without cure for thirty (30) days after written notice and results in a Default (either outright or after completion of arbitration pursuant to Article 9 hereof), the Parties shall use the date of Payment Breach for the purpose of calculating any damages resulting from such Default and shall have default remedies as set forth in Section 8.4 hereof.

(f) To the extent that the date set forth on the Funding Schedule for the deposit of any Party's respective capital contribution obligations pursuant to Section 2.2 (a), 2.3(a) or 2.4 (a) hereof falls on a weekend or a legal holiday, such date shall be deemed to be the Business Day next following such date. Furthermore, to the extent that any such date precedes the Effective Date, such date shall be deemed to be the fifth (5th) Business Day next following the Effective Date.

4.4. Disbursement Procedure.

(a) At least five (5) days prior to the submission of a Request for Disbursement, StadCo shall convene a job meeting with the County, ECSC, and their respective Representatives and consultants to review the proposed requisition for Project Payment.

(b) At least thirty (30) days prior to the date on which StadCo desire to make a Project Payment, StadCo shall submit to County, ECSC, and their respective Representatives a Request for Disbursement, executed by StadCo and certified by the Construction Manager and the Architect, accompanied by:

(i) a project status cost control report, in form acceptable to County, ECSC, and their respective Representatives, showing the percentage completion of each line item in the Budget and the amount, if any, by which the actual costs incurred for each line item is above or below the amount indicated in the Budget;

(ii) a list of all Construction Providers by name and trade, the total amount of the applicable contract, the amount theretofore paid to the Construction Provider and the amount presently being requisitioned for payment to each Construction Provider;

(iii) an acknowledgement of payment and waiver of lien or release of lien for Work performed and material furnished through the date of the preceding disbursement subject to any applicable retention;

(iv) written certification from the Architect that (i) any Work which forms the basis for the Request for Disbursement has been approved by all applicable Governmental Authorities and complies with all Applicable Law and (ii) that in the Architect's opinion, the Work completed was completed to the Architect's satisfaction and is in accordance with the Plans and Specifications; and

(v) an executed affidavit in the form attached hereto as **Exhibit E**.

(c) Requests for Disbursement shall be submitted in triplicate to ECSC, two copies of which shall be forwarded to Ray Orlando, Chief Financial Officer, Empire State Development, 633 Third Avenue, Floor 37, New York, New York 10017, and the other copy of which shall be provided to the ECSC Representative, and in triplicate to the County, two copies of which shall be forwarded to, Commissioner of Public Works, Erie County, Rath Building, 95 Franklin Street #1400, Buffalo, New York 14202 and the other copy of which shall be provided to the County Representative. Submissions may be submitted electronically to Michael Fitzner at Michael.Fitzner@esd.ny.gov with copy to the Commissioner of Public Works at william.geary@erie.gov.

(d) A Request for Disbursement with respect to a Project Payment to be paid to Persons other than the Construction Manager or a Construction Provider shall include copies of invoices or receipted bills for each item included therein.

(e) Upon completion of their review of the Request for Disbursement and all related documents, and provided that County, ECSC, and their respective Representatives are satisfied that the payments to which the Request for Disbursement relate were in proper form, amount and other respects, subject to compliance with Section 4.4(b) above, ECSC shall authorize transfer of the requested funds from the Project Account to StadCo to make the applicable Project Payment. Within ten (10) Business Days of the date of such transfer, StadCo shall provide proof of the Project Payment to the County and ECSC.

(f) Notwithstanding anything contained herein to the contrary, without the prior written consent of ECSC and the County, StadCo shall not make any advance payments to Construction Providers for materials or equipment related to the Project not delivered to or stored at the New Stadium Complex, except that, if StadCo reasonably determines that storage of materials or equipment at a location other than the New Stadium Complex is in the interests of the Project, StadCo may make such advance payments for such materials or equipment, so long as (i) the materials or equipment are delivered to or stored at another secure location as reasonably determined by StadCo, (ii) such materials and equipment will be insured while stored off-site in accordance with the requirements of this Agreement, (iii) reasonable steps shall be taken to prevent the materials and equipment from becoming subject to liens or ownership claims of third parties by virtue of such off-site storage, and (iv) ECSC, the County, and their respective agents, employees and contractors will have reasonable access to the off-site location to inspect the stored

materials and equipment. ECSC and the County acknowledge that the some of the materials and equipment to be incorporated into the Project may have long lead times. Accordingly, such materials and equipment may be ordered early and stored at the New Stadium Complex, provided such materials are insured against loss or damage under the builder's risk policy to be issued in accordance with the Construction Management Agreement.

(g) In no event shall ECSC or the County have any obligation to authorize the disbursement of funds from the Project Account for any Work related to maintaining the Current Stadium Complex, including, but not limited to, any remedial improvements necessary to ensure the structural integrity of the upper deck of the Current Stadium Complex; provided, however, that ECSC and the County shall authorize the disbursement of funds from the Project Account for the Demolition of the Current Stadium Complex after the completion of the New Stadium Complex, in accordance with the Budget and the terms of this Agreement.

(h) Notwithstanding anything to the contrary in Section 4.3 and the Funding Schedule, to the extent that a funding of a Request of Disbursement would result in StadCo having funded less than their pro rata share of Project Costs to date based on the initial Budget, it shall be a condition precedent of such disbursement that StadCo fund an amount such that StadCo has funded its pro rata share of Project Costs.

4.5. Right of Audit.

(a) StadCo shall keep and maintain within the Current Stadium Complex or the New Stadium Complex, as applicable, complete and accurate records and accounts of the Project, including, but not limited to, all Construction Agreements, all Construction Documents and all invoices, receipts, payment requisitions and any and all related documents for the performance of the Work. StadCo shall preserve such records and accounts for a period of at least three (3) years from the Final Completion of the Project.

(b) ECSC, the County and their designees, shall each have the right, at its sole cost and expense, from time to time, upon three (3) Business Days' notice, to inspect, audit and duplicate the records and accounts of StadCo described in the preceding Section 4.5(a).

The provisions of this Section 4.5 shall survive the expiration or termination of this Agreement.

4.6. Liens.

(a) StadCo shall discharge or bond over (in either case, using funds in the Project Account) all mechanics and public improvement liens that may arise as a result of the Project within thirty (30) days of notice of the existence of the lien in accordance with the requirements of the New York State Lien Law. In the event that a mechanics lien or a public improvement lien is filed with respect to the Project, ECSC shall have no obligation to authorize any disbursement from the Project Account (except for funds to be used to discharge or bond over the lien) until such time as such lien has been discharged by StadCo or StadCo has provided ECSC with a security bond acceptable to ECSC and the ECSC Representative in the amount of the lien.

(b) If StadCo desires to contest any claim of lien, it shall, prior to the thirty (30) day period set forth in the preceding paragraph, after the filing of such lien, procure an appropriate surety bond in lieu of the lien, in an amount consistent with Applicable Law, with a responsible licensed New York corporate surety in the amount and manner sufficient to release the New Stadium Complex and the funds in the Project Account from the charge of the lien ("**Lien Release Bond**"). Nothing contained herein shall

prevent ECSC, at the cost and for the account of StadCo, from obtaining and filing, at StadCo's expense, a Lien Release Bond, in the event StadCo fails or refuses to furnish the same within said thirty (30)-day period (or such longer period as is reasonably necessary to procure such bond but not to exceed sixty (60) days), in which event StadCo shall reimburse ECSC for the premium on such bond plus interest at the Default Interest Rate.

4.7. Deficiency. ECSC shall not be obligated to authorize any disbursement from the Project Account if, in the opinion of ECSC, the aggregate of (i) the balance in the Project Account and (ii) the amounts remaining to be deposited in the Project Account in accordance with the Funding Schedule are less (the amount by which they are less being hereinafter referred to as the "**Deficiency**") than the actual sum, which will be required to complete the construction of the Project in substantial accordance with the Plans and Specifications, the Budget and this Agreement and to pay all costs and expenses of any nature whatsoever which will be incurred in connection with Final Completion of the Project. StadCo shall deposit the Deficiency into the Project Account. If any Deficiency is attributable to the failure of ECSC or the County to timely make the required deposits into the Project Account, then ECSC or the County, as the case may be, shall deposit the Deficiency into the Project Account. To the extent that there are any funds in the Project Account at the time that Final Completion of the Project has occurred, said funds will be returned to the Parties on a pro rata basis in proportion to their respective obligations to fund the Budget; provided, however, to the extent any funds in the Project Account at the time that Final Completion of the Project has occurred were funded solely by StadCo due to Project Cost Overruns, StadCo shall have a right to receive all funds then remaining in the Project Account.

4.8. Delays and Effect of Delays.

(a) Excusable StadCo Delay. Regardless of the existence or absence of references to Force Majeure elsewhere in this Agreement, all deadlines and time periods within which StadCo must fulfill the obligations of StadCo in this Agreement shall each be adjusted as appropriate to include Force Majeure Delay Periods unless otherwise expressly provided in this Agreement; provided StadCo complies with the requirements of this Section 4.8. With respect to each occurrence of Force Majeure, StadCo shall, within fifteen (15) days after StadCo's knowledge of the occurrence of an event StadCo reasonably believes to be a Force Majeure, which may be a claim from the Construction Manager, give written notice to the ECSC Representative and the County Representative of the event constituting Force Majeure, StadCo's good faith estimate of the Force Majeure Delay Period resulting therefrom and the basis therefor, StadCo's good faith estimate of any adjustment resulting therefrom that is to be made to the Master Project Schedule or other time for performance, as the case may be, together with reasonable documentation supporting the adjustments proposed. If the ECSC Representative and the County Representative believe the documentation supplied is not sufficient to justify the delay claimed or adjustments proposed, the ECSC Representative and the County Representative shall give written notice to StadCo of the claimed deficiency and StadCo shall have thirty (30) days to more fully document the delay and adjustments claimed. Only one (1) written notice from StadCo shall be required with respect to a continuing Force Majeure, except StadCo shall promptly (and in no event less often than every month) give written notice to the ECSC Representative and the County Representative of any further changes in the Master Project Schedule or the additional time for performance claimed by reason of the continuing delay.

(b) Excusable ECSC or County Delay. Regardless of the existence or absence of references to Force Majeure elsewhere in this Agreement, all deadlines and time periods within which ECSC or the County, as applicable, must fulfill the obligations of ECSC or the County in this Agreement shall each be adjusted as appropriate to include Force Majeure Delay Periods unless otherwise expressly provided in this Agreement; provided that ECSC or the County, as applicable, complies with the requirements of this Section 4.8. With respect to each occurrence of Force Majeure, the ECSC Representative or the County Representative, as applicable, shall, within fifteen (15) days after the ECSC

Representative's or the County Representative's knowledge of the occurrence of an event that ECSC or the County, as applicable, reasonably believes to be an Force Majeure, give written notice to StadCo of the event constituting Force Majeure, the ECSC Representative's or the County Representative's good faith estimate of the Force Majeure Delay Period resulting therefrom and the basis therefor, the ECSC Representative's or the County Representative's good faith estimate of any adjustment resulting therefrom that is to be made in the time for performance, together with reasonable documentation supporting the adjustments proposed. If StadCo believes that the documentation supplied is not sufficient to justify the delay claimed or adjustment proposed, StadCo shall give written notice to the ECSC Representative or the County Representative, as applicable, of the claimed deficiency and the ECSC Representative or the County Representative shall have thirty (30) days to more fully document the delay and adjustments claimed. Only one (1) written notice from ECSC Representative or the County Representative, as applicable, shall be required with respect to a continuing Force Majeure, except that ECSC Representative or the County Representative shall promptly (and in no event less often than every thirty (30) days) give written notice to StadCo of any further changes in the additional time for performance claimed by reason of the continuing delay.

(c) Continued Performance; Exceptions. Upon the occurrence of any Force Majeure, the Parties shall endeavor to continue to perform their respective obligations under this Agreement so far as reasonably practical. Toward that end, StadCo, ECSC and the County each hereby agree to make all commercially reasonable efforts to mitigate the effect of any delay occasioned by a Force Majeure, and shall use its commercially reasonable efforts to ensure resumption of performance of its obligations under this Agreement after the occurrence of any Force Majeure.

ARTICLE 5. DAMAGE TO THE PROJECT

5.1. Damage or Destruction Prior to Substantial Completion. If, at any time prior to Substantial Completion of the Project, Project Damage occurs, StadCo shall, to the extent of available Project Insurance Policy proceeds, commence and thereafter proceed as promptly as possible to repair, restore and replace the Project Damage so as to cause the same to be repaired in accordance with the Plans and Specifications, in which event the Substantial Completion Date and the Final Completion Date shall be automatically extended for such period of time as may be reasonably necessary to perform and complete the repair, restoration or replacement Work. To the extent that available Project Insurance Policy proceeds are insufficient to cause the Project to be repaired to its condition existing immediately prior to such Project Damage, StadCo shall use funds from the Project Account to fund such repair. In the event such Project Damage causes the Project Costs to exceed the Budget, the excess costs shall be considered a Project Cost Overrun.

5.2. Insurance Proceeds. All Project Insurance Policy proceeds paid on account of any Project Damage shall be held by StadCo in trust for the purposes of paying the cost of the repair, restoration or replacement Work and shall be applied by StadCo to such repair, restoration or replacement Work performed in accordance with the terms of Section 5.1.

ARTICLE 6. PROJECT INSURANCE

6.1. Property Insurance. StadCo shall procure and maintain, or cause the Construction Manager to procure and maintain, a builders' risk form policy covering the Project. The expense of the builders' risk policy shall be deemed a Project Cost. Such policy shall provide "all-risks" replacement cost coverage (and, in the case of builders' risk, shall be written on a completed value basis) as customarily provided by policies written on such basis in an amount not less than \$1,540,000,000 or the aggregate dollar value of all Work being undertaken at the New Stadium Complex at any given time during the term of this Agreement, if larger. The purchase of flood and earthquake coverage is not required. Such policy shall

also cover repair or reconstruction costs beyond replacement cost in order to comply with changes in Applicable Law or Building Code, subject to reasonable sub-limits if full policy limits are not commercially available.

6.2. Requirements of Project Insurance Policies.

(a) Each Project Insurance Policy shall be written with companies that are nationally recognized and, if underwriting primary coverage, that have a policyholder's rating of at least "A" and a FSC rating of at least XII as listed at the time of issuance by A.M. Best Insurance Reports, or such other ratings as ECSC, the County and StadCo may mutually agree, and are qualified to issue such insurance in the State of New York.

(b) Each Project Insurance Policy shall be endorsed to provide that it may not be canceled, terminated, reduced or materially changed unless at least 60 days' advance notice thereof has been provided to the Parties, except in the case of cancellation or termination due to nonpayment of premium, in which case only 10 days' advance notice shall be required.

(c) The Project Insurance Policy described in Section 6.1 hereof shall include a waiver of any recourse against the County and ECSC for payment of any premiums or assessments under such policy.

(d) The Project Insurance Policies shall not have deductibles in excess of \$500,000 unless the Parties mutually agree to such higher deductible.

(e) The Project Insurance Policy obtained in accordance with Section 6.1 hereof shall name the County, ECSC, StadCo, ESD, and the State of New York and all Construction Providers as named insureds.

(f) With regard to the Project Insurance Policy described in Section 6.1 hereof, StadCo shall deliver, or cause to be delivered, to the other Parties certificates of insurance and any other documentation reasonably required by such other Parties evidencing the existence of such Project Insurance Policy and the various amendments thereto required herein, such delivery to be made at least three (3) Business Days prior to the Commencement of the Work. Within twenty-one (21) days after the issuance of any additional policies or amendments or supplements to the Project Insurance Policy materially affecting the coverage afforded thereunder, StadCo shall deliver to the other Parties revised certificates of insurance reflecting any such addition, amendment or supplement. If the Project Insurance Policy expires by its terms prior to the Final Completion of the Project, StadCo shall deliver to the other Parties certificates of insurance and any other documentation reasonably required by such other Parties evidencing the existence of the renewal or replacement of such Project Insurance Policy, such delivery to be made at least three (3) Business Days prior to the expiration of such Project Insurance Policy; provided that StadCo may instead deliver an email of the binder of insurance, such email delivery to be made on or prior to the expiration of such insurance policy, and within ten (10) days after the expiration of such insurance policy, the actual certificate of insurance and any other required documentation shall be furnished to the other Parties.

6.3. Construction Manager's Insurance. To the extent commercially available and permitted by Applicable Law, StadCo shall cause the Construction Manager to maintain a policy or policies providing the coverages as set forth on **Exhibit F** attached hereto and to otherwise comply with the requirements set forth therein.

ARTICLE 7. ACCESS AND LAND CONVEYANCES

7.1. Access. Prior to Commencement of the Work, the County and StadCo will enter into that certain Access Agreement set forth on **Exhibit M** attached hereto, which Access Agreement shall grant StadCo access to the New Stadium Land for purposes of carrying out its obligations under this Agreement.

7.2. Conveyance of New Stadium Complex. Upon Substantial Completion of the New Stadium Complex, the County will convey to ECSC, via the New York State statutory form of bargain and sale deed, good, marketable and insurable (at standard rates) title to the New Stadium Land together with the New Stadium Complex and all other improvements thereon, subject to a reserved easement on, over, across and through the New Stadium Land, as applicable, for purposes of the County to (i) provide security at the New Stadium Complex and (ii) monitor compliance by ECSC and StadCo with Applicable Laws and such further matters as the Parties deem appropriate.

7.3. Conveyance of Current Stadium Complex. Upon Final Completion of the Project, the County will (1) convey to ECSC, via the New York State statutory form of bargain and sale deed, good, marketable and insurable (at standard rates) title to the Current Stadium Land, subject to a reserved easement on, over, across and through the Current Stadium Land, as applicable, for purposes of the County to (i) provide security at the New Stadium Complex and (ii) monitor compliance by ECSC and StadCo with Applicable Laws and such further matters as the Parties deem appropriate; and (2) deliver to ECSC such assignments and other documentation as ECSC may reasonably require in order to confirm its ownership of any alterations, changes, improvements and fixtures of the New Stadium Complex subject, however, to the respective rights of StadCo in and to any such alterations, changes, improvements and fixtures pursuant to the terms of the New Stadium Lease.

ARTICLE 8. DEFAULT

8.1. StadCo Default. Any of the following events shall constitute an StadCo Default:

(a) StadCo 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 admit the material allegations of any such petition by answer or otherwise, or are dissolved or make an assignment for the benefit of creditors;

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

(c) StadCo breaches any of the agreements, terms, covenants, or conditions that this Agreement requires StadCo to perform, and such breach continues for a period of thirty (30) days after written notice from either ECSC or the County to StadCo or, if such breach cannot be cured reasonably within such thirty (30) day period, if StadCo fails to diligently commence to cure such breach within thirty (30) days after written notice from ECSC or the County and to diligently complete such cure thereafter;

(d) StadCo or the Bills, as applicable, breaches any of the agreements, terms, covenants or conditions set forth in the 2013 Stadium Lease (as amended), the 2013 Non-Relocation Agreement (as amended) or the Stadium Agreements (as defined in the New Stadium Lease) that StadCo or the Bills is required to perform or observe pursuant to the terms thereof and said breach continues beyond any applicable notice and cure period;

(e) Construction Manager breaches any of the agreements, terms, covenants or conditions set forth in the Project Labor Agreement that Construction Manager is required to perform or

observe pursuant to the terms thereof and said breach continues beyond any applicable notice and cure period;

(f) If construction of the Project does not commence by August 1, 2023, or if the Work is discontinued for a period of thirty (30) days or more or the Project does not reach Final Completion by the date set forth in the Master Project Schedule, in each case subject to delays attributable to any Force Majeure event;

(g) Any representation or warranty made by StadCo herein proves to be false or inaccurate in any material respect when made; or

(h) If, at any time, StadCo fails to pay the Construction Manager or the Architect or any other Project Cost for sums owing for which a withdrawal from the Project Account was made by StadCo, within thirty (30) days after receipt by StadCo of such sums.

8.2. ECSC Default. Any of the following events shall constitute an ECSC Default:

(a) 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;

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

(c) ECSC breaches any of the agreements, terms, covenants, or conditions that this Agreement requires ECSC to perform, and such breach continues for a period of thirty (30) days after written notice from either StadCo or the County to ECSC or, if such breach cannot be cured reasonably within such thirty (30) day period, if ECSC fails to diligently commence to cure such breach within thirty (30) days after written notice from StadCo or the County and to diligently complete such cure thereafter;

(d) ECSC breaches any of the agreements, terms, covenants or conditions set forth in 2013 Stadium Lease (as amended), the 2013 Non-Relocation Agreement (as amended), the New Stadium Lease, the Community Benefits Agreement or the Non-Relocation Agreement that ECSC is required to perform or observe pursuant to the terms thereof and said breach continues beyond any applicable notice and cure period; or

(e) Any representation or warranty made by ECSC herein proves to be false or inaccurate in any material respect when made.

8.3. County Default. Any of the following events shall constitute a County Default:

(a) 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;

(b) The County breaches any of the agreements, terms, covenants, or conditions that this Agreement requires the County to perform, and such breach continues for a period of thirty (30) days

after written notice from either StadCo or ECSC to the County or, if such breach cannot be cured reasonably within such thirty (30) day period, if the County fails to diligently commence to cure such breach within thirty (30) days after written notice from StadCo or ECSC and to diligently complete such cure thereafter; or

(c) The County breaches any of the agreements, terms, covenants or conditions set forth in 2013 Stadium Lease (as amended), the 2013 Non-Relocation Agreement (as amended), the Community Benefits Agreement, the Non-Relocation Agreement, or the Stadium Security Agreement that the County is required to perform or observe pursuant to the terms thereof and said breach continues beyond any applicable notice and cure period; or

(d) Any representation or warranty made by the County herein proves to be false or inaccurate in any material respect when made.

8.4. Default Remedies.

(a) Upon the occurrence of any one or more StadCo Defaults, the County and ECSC shall have the option to: (i) cease funding their respective unfunded portions of the Budget, (ii) to withdraw all of their respective undisbursed funds from the Project Account; provided, however, neither the County nor ECSC shall have the right to withdraw any funds from the Project Account that represent Project Costs funded by StadCo, (iii) to terminate this Agreement and to demand and receive an assignment of the Project Agreements and cause the Project to be completed, or (iv) or to exercise any of its other rights or remedies existing at law, in equity or otherwise, including, but not limited to, the recovery of any funds disbursed by the County or ECSC to StadCo under this Agreement plus interest accruing thereon at the Default Interest Rate. Notwithstanding the foregoing, neither ECSC nor County may exercise their right to terminate this Agreement unless and until the existence of an StadCo Default (after the expiration of the applicable cure period) has been confirmed by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof.

(b) Upon the occurrence of any one or more ECSC Defaults, (A) StadCo shall have the option to: (i) cease funding its respective unfunded portions of the Budget, (ii) to withdraw any funds from the Project Account funded by StadCo; provided, however, StadCo shall have no right to withdraw any funds from the Project Account that represent Project Costs funded by ECSC or the County, (iii) to terminate this Agreement; and/or (iv) exercise any of its other rights or remedies existing at law, in equity or otherwise, including, but not limited to, the recovery of any funds disbursed by StadCo under this Agreement plus interest accruing thereon at the Default Interest Rate; and (B) the County shall have the option to: (i) withdraw all of its respective portion of undisbursed funds from the Project Account; provided, however, the County shall not have the right to withdraw any funds from the Project Account that represent Project Costs funded by StadCo or ECSC; and/or (ii) exercise any of its other rights or remedies existing at law, in equity or otherwise. Notwithstanding the foregoing, StadCo may not exercise its right to terminate this Agreement unless and until (i) it shall have furnished the County with a notice of ECSC Default and the County has failed to cure such ECSC Default within thirty (30) days following the furnishing of such notice (unless said ECSC Default cannot be cured within said thirty (30) day period, in which case said period shall be extended as long as the County is diligently pursuing a cure), and (ii) the existence of such ECSC Default (after the expiration of the applicable cure period) has been confirmed by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof.

(c) Upon the occurrence of any one or more County Defaults, (A) StadCo shall have the option to: (i) cease funding its allocable portion of the Project Costs not yet incurred, (ii) to withdraw funds from the Project Account funded by StadCo; provided, however, StadCo shall have no right to withdraw any funds from the Project Account that represent Project Costs funded by ECSC or County, (iii)

to terminate this Agreement; and/or (iv) exercise any of their other rights or remedies existing at law, in equity or otherwise, including, but not limited to, the recovery of any funds disbursed by StadCo under this Agreement plus interest accruing thereon at the Default Interest Rate; and (B) ECSC shall have the option to: (i) withdraw all of its respective portion of undisbursed funds from the Project Account; provided, however, ECSC shall not have the right to withdraw any funds from the Project Account that represent Project Costs funded by StadCo or the County; and/or (ii) exercise any of its rights or remedies existing at law, in equity or otherwise. Notwithstanding the foregoing, StadCo may not exercise their right to terminate this Agreement unless and until (i) StadCo shall have furnished ECSC with a notice of the County Default and ECSC has failed to cure such County Default within thirty (30) days following the furnishing of such notice (unless said County Default cannot be cured within said thirty (30) day period, in which case said period shall be extended as long as ECSC is diligently pursuing a cure), and (ii) the existence of such County Default (after the expiration of the applicable cure period) has been confirmed by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof.

(d) For purposes of determining ownership of any undisbursed funds in the Project Account following occurrence of an StadCo Default, an ECSC Default or a County Default, to the extent a Party is otherwise entitled to withdraw its respective portion of such undisbursed funds pursuant to this Section 8.4, ownership of such unexpended funds shall be based upon the ratio which such Party's actual contribution(s) to the Project Account pursuant to Section 2.2(a), 2.3(a) or 2.4(a), as the case may be, bears to the sum of all Parties' actual contributions to the Project Account.

ARTICLE 9. DISPUTE RESOLUTION

9.1. Arbitration. All disputes arising under or relating to this Agreement, or the breach thereof, shall be resolved by arbitration, conducted in Buffalo, New York, and administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement.

9.2. Condition Precedent. As a condition precedent to the institution of any arbitration with respect to such disputes, the Party seeking to initiate arbitration shall notify the other Parties of its intention to commence arbitration, whereupon each Party's executive representative designated as hereinafter provided shall meet in person or by telephonic conference within five (5) Business Days in an attempt to resolve any such claim, dispute, or other matter in controversy. If within five (5) Business Days of such meeting, the claim, dispute or other matter in controversy remains unresolved, the Party seeking to initiate arbitration may proceed in accordance with Section 9.3. For the purposes of any mandatory pre-arbitration meetings provided for above, StadCo hereby designates Scott Zolke as its initial executive representative, the County hereby designates William Geary as its initial executive representative and ECSC hereby designates Steven Ranalli as its initial executive representative. Each Party may replace its designated executive representative upon written notice to the other Parties delivered in accordance with Section 13.5 hereof.

9.3. Procedure.

(a) Arbitration will be commenced by a written demand made by any Party upon the other Parties and filed with the Person or entity administering the arbitration.

(b) The arbitration will be submitted to three arbitrators selected by those Parties appearing in the arbitration from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, which may include arbitrators on its Large Complex Case Panel, and who reside in New York State.

(c) The arbitrators will not have power to add to, modify, detract from, terminate or otherwise alter in any way the provisions of the Agreement. No arbitrator may make an award of punitive or exemplary damages.

(d) The arbitrating Parties will each pay for the services of its attorneys and witnesses, and will equally share the costs relating to the arbitration.

(e) The decision or award of the arbitrators shall be entered with a court of competent jurisdiction and will be enforced according to the laws of the State of New York consistent with Section 13.10.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1. Representations and Warranties of ECSC. ECSC represents and warrants to the County and StadCo that:

(a) ECSC is a business corporation duly organized and validly existing under the laws of the State of New York, has been declared to be a public benefit corporation by the legislature of the State of New York, is in good standing under the laws of the State of New York, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(b) ECSC is a duly organized subsidiary corporation of the ESD and, pursuant to the Act, possesses the “privileges, immunities, tax exemptions and other exemptions” which inure to the ESD by virtue of the ESD’s status as a public benefit corporation;

(c) ECSC has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed and delivered by ECSC and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(e) ECSC has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of this Agreement;

(f) to the best of its knowledge, the execution, delivery, and performance of this Agreement by ECSC does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of: (i) any Applicable Law, (ii) any order of any Governmental Authority, or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which ECSC is a party or by which ECSC or its properties is bound;

(g) ECSC has the requisite legal authority, in compliance with Applicable Law, to accept the deeds to the New Stadium Complex and the Current Stadium Complex from the County;

(h) ECSC may, in compliance with Applicable Law, lease the New Stadium Complex to StadCo pursuant to the terms of the New Stadium Lease; and

(i) there are no actions, suits or proceedings pending, or to the best knowledge of ECSC threatened, against or affecting it or the Project, which, if adversely determined, would impair the

ability of ECSC to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority.

10.2. Representations and Warranties of the County. The County represents and warrants to ECSC and StadCo that:

(a) the County is a municipal corporation duly organized and existing under New York law;

(b) the County has all requisite municipal power and authority to execute, deliver and perform its obligations under this Agreement;

(c) this Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(d) the County has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of the Agreement without any further legislative action;

(e) to the best of its knowledge, the execution, delivery, and performance of the Agreement by the County does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which the County is a party or by which the County or its properties is bound;

(f) the County has the requisite legal authority, in compliance with Applicable Law, to execute and deliver the deeds conveying the New Stadium Complex and the Current Stadium Complex to ECSC; and

(g) there are no actions, suits or proceedings pending, or to the best knowledge of the County threatened, against or affecting it or the Project, which, if adversely determined, would impair the ability of the County to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority related to the New Stadium Complex.

10.3. Representations and Warranties of StadCo. StadCo represents and warrants to ECSC and the County that:

(a) StadCo is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is in good standing under the laws of the State of Delaware and the State of New York, and has all requisite corporate power and authority to execute, deliver and perform their obligations under this Agreement;

(b) this Agreement has been duly authorized, executed and delivered by StadCo and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(c) StadCo has obtained all authorizations, consents, or approvals required for the execution, delivery and performance by it of this Agreement;

(d) to the best of its knowledge, the execution, delivery and performance of this Agreement by StadCo does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which it is a party or by which it or any of its properties are bound;

(e) StadCo has the requisite authority, in compliance with Applicable Law, to lease the New Stadium Complex pursuant to the terms of the New Stadium Lease;

(f) StadCo has the requisite authority, in compliance with Applicable Law, to enter into the Non-Relocation Agreement, the Community Benefits Agreement and the Project Labor Agreement;

(g) the Bills are the valid and legal holder of, and has the exclusive rights with respect to, the Franchise, which Franchise is in full force and effect;

(h) there are no actions, suits or proceedings pending, or to the best knowledge of StadCo threatened, against or affecting it or the Project, which, if adversely determined, would impair the ability of StadCo to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority;

(i) to the best of its knowledge, the Project can be completed in accordance with the Master Project Schedule and the Budget;

(j) StadCo will cause all Project Warranties to be assigned to ECSC on or before Final Completion;

(k) the Project and its contemplated use will, upon completion, be in substantial accordance with the Plans and Specifications and comply with Applicable Law and the Project Program Statement; and

(l) the organizational chart of StadCo attached hereto as **Exhibit N** (the “**Structure Chart**”) is correct and accurate in all respects.

ARTICLE 11. PERMITS AND LICENSES

11.1. Legal Opinions. Simultaneously with the execution and delivery of this Agreement, ECSC, the County and StadCo will cause their respective legal counsel to deliver to the other Parties legal opinions in the respective forms attached hereto as **Exhibits H-1** through **H-4**.

11.2. Permits and Licenses. All fees for the issuance of building permits have been waived by the County authority having jurisdiction over the Project (Erie County Department of Public Works).

ARTICLE 12. INDEMNIFICATION

12.1. Indemnification of ECSC. Except to the extent that any injury or damage to persons or property on the New Stadium Complex is caused by or results from the negligence or deliberate act of ECSC, any Affiliate of ECSC or their respective employees, contractors, agents, guests or invitees, StadCo

will neither hold nor attempt to hold ECSC, any Affiliate of ECSC or their respective employees or agents liable for, and to the fullest extent permitted by law StadCo will indemnify, defend and hold harmless ECSC, all Affiliates of ECSC and their respective employees and agents from and against, any and all losses, demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation attorneys' fees and disbursements) (collectively "**Losses**") incurred in connection with or arising from, or alleged to arise from, the negligence or wrongful act of StadCo or its employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof. If any action or proceeding is brought against ECSC, any Affiliate of ECSC, or their respective employees or agents by reason of any such claim for which StadCo has indemnified any Party hereunder, StadCo, upon written notice from such indemnified party, will defend the same at StadCo' expense, with counsel reasonably satisfactory to such indemnified party.

12.2. Indemnification of the County. Except to the extent that any injury or damage to persons or property on the New Stadium Complex is caused by or results from the negligence or deliberate act of the County, any Affiliate of the County or their respective employees, contractors, agents, guests or invitees, StadCo will neither hold nor attempt to hold the County, any Affiliate of the County or their respective employees or agents liable for, and to the fullest extent permitted by law StadCo will indemnify, defend and hold harmless the County, all Affiliates of the County and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from, or alleged to arise from, the negligence or wrongful act of StadCo or their employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof. If any action or proceeding is brought against the County, any Affiliate of the County, or their respective employees or agents by reason of any such claim for which StadCo have indemnified any Party hereunder, StadCo, upon written notice from such indemnified party, will defend the same at StadCo's expense, with counsel reasonably satisfactory to such indemnified party.

12.3. Indemnification of StadCo. Except to the extent that any injury or damage to persons or property on the New Stadium Complex is caused by or results from the negligence or deliberate act of StadCo, any Affiliate of StadCo or their respective employees, contractors, agents, guests or invitees, ECSC and County will neither hold nor attempt to hold StadCo, any Affiliate of StadCo or their respective employees or agents liable for, and to the fullest extent permitted by law (a) ECSC will indemnify, defend and hold harmless StadCo, all Affiliates of StadCo and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from, or alleged to arise from, the negligence or wrongful act of ECSC or its employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof, and (b) the County will indemnify, defend and hold harmless StadCo, all Affiliates of StadCo and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from, or alleged to arise from, the negligence or wrongful act of the County or its employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof. If any action or proceeding is brought against StadCo, any Affiliate of StadCo, or their respective employees or agents by reason of any such claim for which ECSC or the County have indemnified any Party hereunder, the indemnifying Party, upon written notice from such indemnified party, will defend the same at the indemnifying Party's expense, with counsel reasonably satisfactory to such indemnified party.

12.4. Survival. The provisions of this Article 12 will survive the expiration or termination of this Agreement.

12.5. Exercise of Certain Remedies. The Parties agree that significant costs will be incurred by the County, ECSC and StadCo to maintain the insurance coverages required by this Agreement and the New Stadium Lease. Accordingly, each Party agrees to pursue all available recoveries under such policies with respect to any loss suffered by, as applicable, an indemnified party and covered, in whole or in part,

by such insurance policies before asserting any claim for Losses against another Party or its Affiliates; provided, however, a Party may assert such claim if the making of such claim will be imminently precluded or barred by any applicable statute of limitations.

12.6. No Invitees. For the avoidance of doubt, for purposes of this Agreement, any person attending a game or StadCo's event at the Current Stadium Complex and the New Stadium Complex shall be considered an invitee of StadCo and not of the County or ECSC.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. 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.

13.2. Assignment. Without the prior written consent of the other Parties, StadCo may not assign its interests in this Agreement to any Person, except as provided in Article 13 of the New Stadium Lease. ECSC may assign this Agreement upon two (2) Business Days' prior notice to StadCo, to an Affiliate or to another public benefit corporation of the State, provided that such assignee is also assigned, and assumes full responsibility for the performance of all of the obligations of ECSC under, the Stadium Lease. Any and all assignments shall be subject to the terms of Article 13 of the New Stadium Lease even though the term of the New Stadium Lease has not commenced. To the extent that any assignment is approved or permitted hereunder, such assignment shall not relieve the assigning Party from any liability or obligation pursuant to this Agreement.

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

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

13.5. Notices. Unless otherwise provided in this Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the others shall be in writing and (i) delivered personally, (ii) mailed by certified mail, postage prepaid; (iii) sent by recognized overnight courier service; or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received or rejected), addressed to the Party for whom it is intended at its address set forth in Section 26.4 of the New Stadium Lease; provided that any Party may designate in a writing to the other Parties 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. All notices shall be effective upon receipt or rejection only.

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

13.7. 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 any Party to this Agreement, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any obligation of any Party pursuant to this Agreement or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties to this Agreement.

13.8. Entire Agreement. This Agreement, the New Stadium Lease, the Non-Relocation Agreement and the Community Benefits Agreement including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement between the Parties concerning the design, development and construction of the New 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 this Agreement, the New Stadium Lease, the Non-Relocation Agreement, the Community Benefits Agreement, or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the County, ECSC, the ESD, and/or StadCo. No promises or representations, except as contained in this Agreement or the New Stadium Lease, have been made to ECSC respecting the condition or the manner of operating the New Stadium Complex. The 2013 Master Lease, the 2013 Stadium Lease, the other Extension Agreements (as defined in the New Stadium Lease), and the Stadium Agreements supersede and replace in its entirety the MOU.

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

13.10. Jurisdiction. Subject to the terms and conditions of Article 9, each Party hereby consents to the jurisdiction of the courts of the State of New York sitting in Erie County, 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 Agreement (with Buffalo, New York as the venue for any action or proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Agreement shall be governed by the internal law of the State of New York, without reference to any conflict of laws provisions.

13.11. Binding Effect. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of the County, ECSC and StadCo and their respective successors and permitted assigns.

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

13.13. Applicable Standard. Any approval, consent, decision or election to be made or given by a Party hereunder shall be made or given in such Party's commercially reasonable judgment and discretion, unless a different standard (such as sole discretion) is provided for explicitly.

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

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

13.16. No Merger. The terms and provisions of this Agreement (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to the New Stadium Lease unless such document shall specifically so state and shall be signed by the Parties.

13.17. Non-Discrimination Covenants. Each of the Parties represents and warrants that it will not discriminate against employees or applicants for employment with respect to the Project because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and that it shall undertake a program (or continue any existing programs) to ensure that minority members and women are afforded equal opportunities without discrimination with respect to such employment.

13.18. Project Labor Agreement. StadCo shall enforce, or shall cause to be enforced, the terms of that certain Project Labor Agreement, dated as of the date hereof (the "**Project Labor Agreement**"), by and among GTBB, The Building and Construction Trades Council of Buffalo, New York and Vicinity, and AFL-CIO, and its affiliated Local Unions, a copy of which is attached hereto as **Exhibit K**.

13.19. WBE/MBE/SDVOB. During the design, development and construction of the Project, StadCo shall be responsible for implementing and ECSC and the County shall have a right to monitor for compliance purposes, (a) the employment of minority and women-owned business enterprises by the Construction Manager, the Architect and the Construction Providers; (b) the employment of service-disabled veteran-owned business enterprises by the Construction Manager, the Architect and the Construction Providers; and (c) the compliance by the Construction Manager, the Architect and the Construction Providers with respect to minority and woman workforce participation as set forth in the Affirmative Action Plan.

13.20. 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 any Party to commence a proceeding against ECSC 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 New 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 StadCo or their employees, contractors, agents, licensees, guests or invitees);

- (d) Recovery of any Project Insurance Policy proceeds;
- (e) Recovery for Losses arising out of a Payment Breach of ECSC; and/or
- (f) Recovery for Losses arising out of a Material Action or Inaction of ECSC.

13.21. Limited Liability of County. Notwithstanding anything contained herein to the contrary, the liability and obligation of County 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 the County; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of any Party to commence a proceeding against the County seeking:

- (a) Recovery for Losses arising out of the negligence or willful misconduct of the County;
- (b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of the County;
- (c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the New Stadium Complex at the behest, request or invitation of County (including any guest or invitee in conjunction with a County-sponsored civic event but excluding StadCo or their employees, contractors, agents, licensees, guests or invitees);
- (d) Recovery of any Project Insurance Policy proceeds;
- (e) Recovery for Losses arising out of a Payment Breach by the County; and/or
- (f) Recovery for Losses arising out of a Material Action or Inaction of the County.

13.22. Automatic Termination. In the event the New Stadium Lease is cancelled or terminated for any reason, this Agreement shall automatically terminate, except for the provisions hereof which, by their terms, survive the termination or cancellation of this Agreement. Upon such termination, StadCo shall assign to ECSC and the County all of StadCo's right, title and interest in and to the Plans and Specifications and the Professional Agreements, and shall otherwise surrender the Land and the Project to ECSC in accordance with Section 16.1 of the New Stadium Lease.

13.23. Apprenticeship Law. During the design, development and construction of the Project, StadCo shall be primarily responsible for monitoring compliance by the Construction Manager, the Architect and the Construction Providers with the Apprenticeship Law.

13.24. Project Warranties. StadCo shall be responsible for enforcing all Project Warranties in connection with the Project. The Parties will not take any action to void or invalidate any Project Warranties.

13.25. OSC Approval. This Agreement is subject to review and approval by OSC pursuant to Public Authorities Law section 2879-a and the regulations issued thereunder and shall not be valid or enforceable, nor shall the ECSC have any liability of any kind arising from or in connection with this Agreement, until the earlier of: (a) receipt of approval by OSC; and (b) if no such approval or disapproval

is received by OSC within ninety (90) days of submission of this Agreement to OSC pursuant to the requirements of Public Authorities Law section 2879-a and the implementing regulations, the date that is ninety (90) days after such submission.

[signature page to Agreement follows]

[signature page to Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

COUNTY OF ERIE

By: 
Mark Poloncarz, County Executive

Approved as to Form:


Jeremy Toth, County Attorney

ERIE COUNTY STADIUM CORPORATION

By: _____
Name: Steven Ranalli
Title: President

BILLS STADIUM AND EVENTS COMPANY, LLC

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

[Signature Page to Stadium Development and Construction Coordinating Agreement]

[signature page to Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

COUNTY OF ERIE

By: _____
Mark Poloncarz, County Executive


Approved as to Form:

Jeremy Toth, County Attorney

Approved as to Content:

Lisa Chimera, Deputy County Executive

ERIE COUNTY STADIUM CORPORATION

By:  _____
Name: Steven Ranalli
Title: President

BILLS STADIUM AND EVENTS COMPANY, LLC

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

[Signature Page to Stadium Development and Construction Coordinating Agreement]

[signature page to Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

COUNTY OF ERIE

By: _____
Mark Poloncarz, County Executive

Approved as to Form:

Jeremy Toth, County Attorney

Approved as to Content:

Lisa Chimera, Deputy County Executive

ERIE COUNTY STADIUM CORPORATION

By: _____
Name: Steven Ranalli
Title: President

BILLS STADIUM AND EVENTS COMPANY, LLC

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

[Signature Page to Stadium Development and Construction Coordinating Agreement]

SCHEDULE 3.2

Prime Consultants

ME Engineers
Walter P Moore
LaBella
WJHW
US Spinal
Howe Engineers
S20
KGM
FS2
RWDI
WSP

Watts Architecture & Engineering
Foit - Albert
Studio 08
Councilman Hunsaker

SubConsultants

EDR
CJ Brown
Siracuse
Pinewoods
JM Davidson
Roth Group
Ed Roether

EXHIBIT A**CURRENT STADIUM 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.

And including 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°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°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°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. Pirdy 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 said parcel containing 58.65 acres more or less.

And further reserving to the Grantor/Leasor an easement for the existing 12" water main South of Community College Drive, which may be relocated with the mutual consent of the parties.

And further reserving all rights to the use of the following described parcel currently leased to the Erie Community College Foundation:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Orchard Park, County of Erie and State of New York, being part of Lot 39, Township 9 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the point of intersection of the westerly line of Abbott Road with the northerly line of lands conveyed to the County of Erie, as recorded in the Erie County Clerk's Office in Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-E, along north line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 287.00 feet to the POINT OF BEGINNING, being the northwest corner of said lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following three (3) courses and distances;

- 1) N-78°-35'-14"-W, along the westerly extension of the northerly line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 13.00 feet to a point;
- 2) S-11°-57'-46"-W, parallel with the west line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 45.00 feet to a point;
- 3) S-78°-35'-14"-E, parallel with the said north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 84.00 feet to the west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: S-11°-57'-46"-W, along said west line of lands conveyed by Liber 8070 of Deeds at page 377 and the southerly extension thereof, a distance of 120.00 feet to a point;

THENCE: S-78°-35'-14"-E, parallel with the south line of lands conveyed by Liber 8070 of Deeds at page 377, distant 25.00 feet southerly therefrom measured at right angles, a distance of 196.00 feet to the west line of lands acquired by Erie County Department of Public Works as shown on Map SK217-90, Parcel 1;

THENCE: N-11°-57'-46"-E, along the west line of said Parcel 1 lands, a distance of 25.00 feet to the south line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the south line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 147.00 feet, to a west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-11°-57'-46"-E, along a west line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 140.00 feet to a point on the north line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 120.00 feet to the POINT OF BEGINNING, containing 15,540 square feet more or less.

Subject to a 70' wide wind turbine fall zone.

EXHIBIT A-1**NEW STADIUM LAND**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Orchard Park, County of Erie and State of New York being part of Lots 39 and 40 and more, Township 9, Range 7 of the Holland Land Company's Survey (so called), bounded and described as follows:

COMMENCING at the intersection of the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8314 of Deeds at page 329 and the south line of Southwestern Boulevard as acquired by the People of the State of New York, Map No. 300, Parcel No. 340;

THENCE: S-00°-15'05"-W, along the west line of said lands conveyed by Liber 8314 of Deeds at page 329 and the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7749 of Deeds at page 483, a distance of 659.13 feet to the POINT OF BEGINNING;

THENCE: S-00°-15'-05"-W, continuing along the west line of lands conveyed by Liber 7749 of Deeds at page 483 and its southerly extension through lands formerly Big Tree Road, and lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585 in Lot 39, a distance of 1534.27 feet to a point on the extension west of lands now or formerly conveyed to Frank Nucherno by deed recorded in the Erie County Clerk's Office in Liber 8815 of Deeds at page 624;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following two (2) courses and distances;

- 1) N-78°35'-14"-W, and along the extension west of lands conveyed in Liber 8815 of Deeds at page 624, a distance of 219.84 feet to a point;
- 2) S-11°-57'-46"-W, and parallel with the centerline of Abbott Road, a distance of 868.06 feet to a point on the south line of Liber 7551 of Deeds at page 607 in the centerline of a ditch;

THENCE: Along the said center of ditch more or less, and the south line of Liber 7551 of Deeds at page 607, the following nine (9) courses and distances;

- 1) N-81°-32'-23"-W, a distance of 20.23 feet to a point;
- 2) N-11°-04'-16"-E, a distance of 1.14 feet to a point;
- 3) N-80°-14'-07"-W, a distance of 50.00 feet to a point;
- 4) N-80°-14'-06"-W, a distance of 100.03 feet to a point;
- 5) N-82°-16'-16"-W, a distance of 50.09 feet to a point;
- 6) S-88°-42'-10"-W, a distance of 71.66 feet to a point;
- 7) S-88°-41'-52"-W, a distance of 81.90 feet to a point;
- 8) S-86°-30'-58"-W, a distance of 132.94 feet to a point;
- 9) S-55°-39'-06"-W, a distance of 44.80 feet to the west line of Lot 39, being the west line of the Town of Orchard Park, and the east line of Lot 47 in the Town of Hamburg;

THENCE: N-01°-54'-27"-E, along the said west line of Lot 39, a distance of 951.93 to a point;

THENCE: N-18°-59'-16"-E, through Lot 39, lands formerly Big Tree Road, and through Lot 40, a distance of 190.43 feet to a point;

THENCE: N-18°-38'-54"-W, through Lot 40, a distance of 159.92 feet to the west line of Lot 40, being the west line of the Town of Orchard Park, and the east line of Lot 48 in the Town of Hamburg;

THENCE: N-01°-50'-30"-E, along the west line of Lot 40, a distance of 960.04 feet to the northwest corner of lands conveyed to J.R. Schenk by deed recorded in the Erie County Clerk's Office in Liber 7036 of Deeds at page 79;

THENCE: N-83°-34'-07"-E, along the north line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585, a distance of 874.78 feet to the POINT OF BEGINNING containing 40.97 acres be the same more or less.

Subject to a 180' wide radio tower fall zone.

EXHIBIT B**AFFIRMATIVE ACTION PLAN****PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO
STATE CONTRACTS: REQUIREMENTS AND PROCEDURES****I. GENERAL PROVISIONS**

- A. Empire State Development and its subsidiaries, including the Erie County Stadium Corporation (collectively, "**ESD**"), are required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("**NYCRR**") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. **BILLS STADIUM AND EVENTS COMPANY, LLC**, The contractor to the subject contract (the "**Contractor**" and the "**Contract**," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("**EEO**") and contracting opportunities for certified minority and women-owned business enterprises ("**MWBEs**"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "**Human Rights Law**") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to ESD pursuant to the Contract and applicable law.

II. CONTRACT GOALS

- A. For purposes of this procurement, ESD and Erie County hereby establish an overall goal of 30% for MWBE participation, 15% for New York State certified Minority-owned ("MBE") participation and 15% for New York State certified Women-owned Business Enterprises ("WBE") participation (collectively "**MWBE Contract Goals**") based on the current availability of qualified MWBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor agrees to (i) structure bid packages to encourage participation by MWBE firms, including defining, segmenting or sizing bid packages at levels to increase the likelihood MWBE firms are reasonably able to successfully undertake such projects, which may include allowing for contract partnering and encouraging larger bidders to include MWBE firms as co-bidders or project subcontractors; (ii) streamline the bid submittal process to accommodate MWBE firms with efficient time and cost of bid

submittals; and (iii) assist ESD in implementing a bonding education and support program and connect MWBE firms with available resources to enhance the awareness of MWBE contractors and their bonding requirements to improve bonding capacity. In connection with the foregoing, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor's outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by ESD with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to ESD within seventy-two (72) hours after the date of the notice by ESD to award the Contract to the Contractor.

3. If the Contractor, or Subcontractors, does not have an existing EEO policy statement, ESD may provide the Contractor or Subcontractor a model statement (see Form – OCSD-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. Form OCSD-2 – Preliminary Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a preliminary staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the preliminary staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract. In the event the contractor or subcontractor’s work is not to be started near the time of contract award, the preliminary staffing plan shall be submitted prior to the commencement of the work.

D. Form OCSD-3 – Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in excel format only on a monthly basis for construction contracts over \$100,000, or a quarterly basis for commodities and services contracts over \$25,000, during the term of the

- contract to OCSD@esd.ny.gov, by the 10th day following each end of month or quarter as applicable.
2. Separate forms shall be completed by Contractor and any Subcontractor.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis. Contact OCSD for additional information.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- F. The Contractor agrees that Contractor shall use good faith efforts to ensure any MWBE contractors and/or subcontractors retained for the Project shall come from the Western New York Region.

IV. MWBE UTILIZATION PLAN

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“**NYSCS**”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method (Form OCSD-4) to ESD, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. WAIVERS

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method (Form OCSD-5) provided by ESD. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, ESD shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If ESD, upon review of the MWBE Utilization Plan, updated Quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines

that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. QUARTERLY MWBE CONTRACTOR COMPLIANCE REPORT

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method (Form OCSD-6), to ESD by the 10th day following each end of month over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. ESD agrees that it shall provide to the County such reports and other documentation reasonably requested by the County demonstrating MWBE utilization for the Project.

VII. LIQUIDATED DAMAGES - MWBE PARTICIPATION

- A. Where ESD determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to ESD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by ESD, the Contractor shall pay such liquidated damages to ESD within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

EXHIBIT B-1**AFFIRMATIVE ACTION PLAN (CONTINUED)****PARTICIPATION BY SERVICE-DISABLED VETERAN-OWNED BUSINESSES WITH RESPECT TO STATE CONTRACTS**

Empire State Development and its subsidiaries, including the Erie County Stadium Corporation (the “**Corporation**”), recognizes Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“**SDVOB**”), thereby further integrating such businesses into New York State’s economy. The Corporation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Corporation’s contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. The Corporation hereby establishes an overall goal of 6 percent for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to Steven Ranalli. Additionally, following Contract execution, the Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Agreement.
- B. The Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Contractor intends to use to perform the Agreement, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or

changes to the agreed participation by SDVOBs after the Agreement award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to the Corporation.

- C. The Corporation will review the submitted SDVOB Utilization Plan and advise the Contractor of the Corporation's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Corporation a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Corporation to be inadequate, the Corporation shall notify the Contractor and direct the Contractor to submit, within five business days of notification by the Corporation, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Corporation may disqualify a Contractor's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Contractor fails to submit an SDVOB Utilization Plan;
 - (b) If a Contractor fails to submit a written remedy to a notice of deficiency;
 - (c) If a Contractor fails to submit a request for waiver; or
 - (d) If the Corporation determines that the Contractor has failed to document good faith efforts.
- F. If awarded a Contract, the Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.
- G. The Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request For Waiver

- A. Prior to submission of a request for a partial or total waiver, the Contractor shall speak to Steven Ranalli at the Corporation for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV above, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Corporation at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Agreement to the Corporation, but must be made no later than prior to the submission of a request for final payment on the Agreement.
- D. If the Corporation, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to the Corporation.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Corporation with certified SDVOBs whom the Corporation determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (4) Information describing the specific steps undertaken to reasonably structure the Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), the Contractor is required to report Monthly SDVOB Contractor Compliance to the Corporation during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Agreement SDVOB goals. This information must be submitted using form SDVOB 101 available on the Corporation's website and should be completed by the Contractor and submitted to the Corporation, by the 10th day of each month during the term of the Agreement, for the preceding month's activity to: OCSD@esd.ny.gov.

VI. Breach Of Contract And Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Agreement, shall be found to have breached the Agreement and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <http://ogs.ny.gov/Core/SDVOBA.asp>

EXHIBIT C**BUDGET**

1. Stadium Construction Costs	\$1,141,849,650
2. Stadium Furniture, Fixtures & Equipment	\$56,924,786
3. Stadium Design, Engineering & Other Soft Costs	\$188,641,002
4. Stadium Utility & Infrastructure Costs	\$4,275,000
5. Demolition of Highmark Stadium	\$13,500,000
6. Contingency Reserves	<u>\$134,809,562</u>
	\$1,540,000,000

EXHIBIT D

REQUEST FOR DISBURSEMENT

The undersigned BILLS STADIUM AND EVENTS COMPANY, LLC (the "**StadCo**"), pursuant to the Stadium Development and Construction Coordinating Agreement by and among Erie County Stadium Corporation (the "**ECSC**"), the County of Erie and StadCo dated as of _____ (the "**Agreement**"), hereby requests a disbursement of funds from the Project Account in the amount of \$ _____ for payment of Project Costs. Attached hereto is (i) an StadCo Affidavit, dated the same date as this request, in the form of **Exhibit E** to the Agreement, and (ii) a Project Status Cost Control Report, in the form required by ECSC, together with all other documents required to be furnished herewith under the Agreement. All capitalized terms not otherwise defined herein have the meanings assigned to them in the Agreement.

BILLS STADIUM AND EVENTS COMPANY, LLC

By: _____

used solely for the purposes of paying the items of Projects Costs specified therein or for reimbursing StadCo for such items previously paid by StadCo.

10. To the best of affiant's knowledge, nothing has occurred subsequent to the date of the Agreement which has resulted in or may result in the creation of any lien, charge or encumbrance (other than non-delinquent liens for the payment of Project Costs) upon the premises or the Project or any part thereof or upon any assets of or funds appropriated to Empire State Development, ECSC, or County.

11. All conditions to the disbursements referred to above and to be made in accordance with the Request for Disbursement submitted herewith in addition to those to which reference is made in this Affidavit have been met in accordance with the terms of the Agreement.

BILLS STADIUM AND EVENTS COMPANY, LLC

By: _____

EXHIBIT F**CONSTRUCTION MANAGER'S INSURANCE REQUIREMENTS****1.1 INSURANCE**

Prior to commencing the Project, the Construction Manager (also referred to herein as "**CM**") shall obtain the following insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater. All insurance coverage must be provided by insurance companies with a current A.M. Best Rating of at least A- VII.

1.1(a) Workers' Compensation and Employers' Liability, the amount and scope of which shall be the greater of: (i) the insurance currently maintained by CM, (ii) any amounts and scope required by statute or applicable law, or (iii) the following:

Workers' Compensation:	Statutory Limits
Employers' Liability:	\$1,000,000 Each Accident
	\$1,000,000 Each Employee by Disease
	\$1,000,000 Policy Limit by Disease

Coverage must apply in each state where the construction services are to be performed. The policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.

1.1(b) Commercial General Liability (Occurrence Basis) with coverage in an amount equal to the amounts set forth below:

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products/Completed Operations Aggregate
3. \$1,000,000 Personal and Advertising Injury
4. \$1,000,000 Each Occurrence
5. \$ 300,000 Damage to Rented Premises

Such insurance shall include the following:

1. Current ISO edition of CG 00 01;
2. Claims-Made coverage is not acceptable;
3. Primary and Noncontributory: ISO form CG 20 01 04 13;
4. Waiver of Subrogation: ISO form CG 24 04 05 09; and
5. The personal injury contractual liability exclusion shall be deleted (if included in policy).

The following exclusions/limitations or their equivalent(s) are **prohibited**:

1. Contractual Liability Limitation (CG 21 39);
2. Limitation of Coverage to Designated Premises or Project (CG 21 44);
3. Exclusion-Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or CG 22 95);
4. Exclusion-Explosion, Collapse and Underground Property Damage Hazard (CG 21 42 or CG 21 43)
5. Any Construction Defect Completed Operations exclusion;
6. Any endorsement deleting the exception to the Employer's Liability exclusion;
7. Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured;
8. Any Subsidence exclusion;
9. Any exclusion for exemplary or multiplied damages; and
10. Any exclusion for unknown pre-existing injury, loss or damage (even if part of the coverage grants of a policy).
11. Any Labor Law exclusion, including, but not limited to, New York Labor Law §§ 240 and 241, or any height or exterior height limitations or exclusion, or any exclusions for gravity related injuries or action over exclusions.

1.1(c) Business Automobile Liability with coverage in an amount equal to the insurance currently maintained by CM, or (ii) the following amounts, whichever is greater:

1. \$1,000,000 Combined Single Limit each accident;
2. Under Symbol 1.
3. Such insurance shall include:
 - a. Current ISO edition of CA 00 01 or its equivalent; and
 - b. Waiver of Subrogation: ISO form CA 04 44 10 13 or its equivalent.

1.1(d) Umbrella/Excess Liability, follow form excess of Commercial General Liability, Automobile Liability and Employers' Liability with coverage in an amount equal to the following amounts:

1. \$200,000,000 Each Occurrence Limit
2. \$200,000,000 Aggregate Limit
3. Such insurance shall include:
 - a. Drop-down coverage for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured, subject to the policy terms, conditions and exclusions.
 - b. The same policy period as the policies to which it follows form.
 - c. A duty to defend provision.

1.1(e) Architects and Engineers Professional Liability Insurance shall include coverage for damages to the extent caused by the negligent acts, errors and/or omissions for all design services, and all other professional services, rendered by CM (including vicarious liability of the CM arising out of the negligent performance of professional services of CM's Consultants) on a claims made basis with a retroactive date no later than the first date of design services and with coverage continuously maintained through the applicable statute of limitation or repose, with coverage of no less than the following minimum amounts:

1. \$10,000,000 Each Claim
2. \$10,000,000 Aggregate

1.1(f) CM shall require each of CM's Consultants whose scope of work includes professional services to evidence and maintain the following insurance:

Professional Liability of other specialty consultants or vendors, unless otherwise required or specified by Developer at the time the contract with the specified consultant is entered into, shall be in an amount of no less than:

1. \$1,000,000 Each Claim
2. \$2,000,000 Annual Aggregate
3. Such insurance required by 1.1(e) and (f) shall include:
4. Coverage for negligent acts, errors and/or omissions for all services rendered by the named insured on a Claims-Made basis with a retroactive date no later than the first date of services and with coverage continuously maintained through the applicable statute of limitation or repose;
5. Coverage for limited contractual liability, but only to the extent such liability would be imposed by law in the absence of such contract or agreement;
6. If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the minimum limits set forth above must be satisfied for the Professional Liability portion of the policy; and
7. This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:
 - a. Bodily injury or property damage;
 - b. Mold and/or microbial matter and/or fungus and/or biological substance; and
 - c. Exemplary or multiplied damages, where such insurance coverage is permitted by law.

1.1(g) Contractor's Pollution Liability in a minimum amount of \$10,000,000 each Occurrence, \$10,000,000 Aggregate. Coverage shall be maintained during the course of construction. Extended completed operations coverage shall be maintained for a minimum of 8 years following Project completion.

- 1.2 CM's (and CM's Consultants) commercial general liability, business automobile liability, and umbrella/excess liability insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 1.3 Insurance coverage provided by CM (and CM's Consultants) shall not be limited to the liability assumed under the indemnification provisions of the Agreement.
- 1.4 CM does not warrant that the minimum limits contained herein are sufficient to protect the Indemnitees from liabilities that might arise out of the performance of the construction services under the Agreement by CM, its agents, representatives, employees, and CM's Consultants, and CM or the Indemnitees is free to purchase such additional insurance as may be determined necessary.
- 1.5 Any self-insured retentions and/or deductibles on insurance coverage with respect to the construction services carried by CM must be declared to Developer, and any such self-insured retentions or deductibles actually incurred or paid shall not be reimbursable or considered Costs of the Work and/or construction services and shall be paid by CM.
- 1.6 The Indemnitees, Conventions Sports & Leisure International, LLC, d.b.a. Legends Project Development, and each of their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, shareholders, successors and assigns, heirs, administrators, and personal representatives shall be included as "**Additional Insureds**" under all insurance policies maintained by CM and CM's Consultants hereunder, except Workers' Compensation/Employer's Liability and Professional Liability. With respect to the Commercial General Liability policy, the Additional Insured Endorsements shall be on Form CG 20 10 plus CG 20 37 and shall include both ongoing and completed operations coverage. With respect to Business Auto Liability, the Additional Insured Endorsement shall be on ISO Form CA 20 48. The Indemnitees shall be defined as: the County of Erie, SUNY Erie, Erie County Stadium Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the State of New York and LiRo Engineers, Inc.
- 1.7 CM's (and CM's Consultants') commercial general liability, automobile liability, and umbrella/excess liability insurance coverage shall be primary insurance with respect to the Indemnitees and each of their respective subsidiaries, affiliates, parent companies, members, officers, directors, managers, employees, shareholders, successors and assigns, heirs, administrators, and personal representatives. Any insurance or self-insurance maintained by the Indemnitees and each of their respective subsidiaries, affiliates, parent companies, members, officers, directors, managers, employees, shareholders, successors and assigns, heirs, administrators, and personal representatives shall be in excess of CM's (and CM's Consultants') insurance and shall not contribute to it. The commercial general liability, business automobile liability, and umbrella/excess policies of insurance shall provide for such primary and non-contributory coverage by endorsement and shall provide evidence of the same on all certificates of insurance. Copies of policies and all endorsements shall be provided to ECSC and the County (collectively the "Developer" as referenced in this Exhibit F) upon request.
- 1.8 All policies of insurance (except Professional Liability) maintained by CM (and CM's Consultants) shall include waivers of subrogation in favor of the Indemnitees and each of their respective subsidiaries, affiliates, parent companies, members, officers, directors, managers, employees, shareholders, successors and assigns, heirs, administrators, and personal representatives. All policies of insurance shall provide for such waivers by endorsement or otherwise and shall provide evidence of the same on all certificates of insurance.
- 1.9 Upon execution of the Agreement and prior to commencing any construction services, CM shall furnish certificates of insurance (or, if requested by Developer, certified copies of policies) along with the additional insured, primary and non-contributory and waiver of subrogation endorsements evidencing the insurance required above. CM (and CM's Consultants) shall provide thirty (30) days prior written notice to Developer in the event of cancellation or non-renewal of a policy required by

the Agreement, except that notice shall be ten (10) days for non-payment of premium. Upon execution of the Agreement and prior to commencing any construction services, the certificates of insurance (and copies of policies) and additional insured, primary and non-contributory and waiver of subrogation endorsements shall be sent via e-mail and U.S. Mail to the following:

BILLS STADIUM AND EVENTS COMPANY, LLC:

One Bills Drive
Orchard Park, NY 14127
Attention: Ron Raccuia
Email: ron.raccuia@bills.nfl.net

Legends Project Development

One Cowboy Way, Suite 325
Frisco, TX 75034
Attn: Dave Hatheway
Email: dhatheway@legends.net

Prior to the expiration of any policy, CM shall deliver to the foregoing addresses similar documentation evidencing renewal of expiring coverages. Failure of Developer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Developer to identify any deficiency from evidence that is provided shall not be construed as a waiver of CM's obligation to maintain such insurance. CM shall require and ensure that all CM Consultants deliver to the foregoing addresses similar documentation evidencing renewal of their expiring coverages.

- 1.10** Should CM fail to provide or maintain the insurance set forth in the Agreement, Developer may at its sole discretion, declare CM in material breach of the Agreement and withhold payment and/or purchase said insurance and pay the premiums of such policies from the Project Account.
- 1.11** Omitted.
- 1.12** Commencement of construction services without provision of the required certificates of insurance, evidence of insurance and/or required policies and endorsements, or without compliance with any other provision of the Agreement, shall not constitute a waiver by Developer of any rights. Developer has the right, but not the obligation, to prohibit CM, CM's Consultants and/or any of CM's or CM's Consultant's other subconsultants, contractors and material suppliers from performing any of the construction services until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by Developer, such approval shall not be unreasonably withheld.
- 1.13** CM is responsible for contractually requiring (and obtaining ACORD forms evidencing), unless Developer requires and approves other coverages and limits via a controlled insurance program (i.e., OCIP or CCIP) or other similar program acceptable to Developer, that all CM's Consultants engaged by CM provide: (i) Business Auto Liability Coverage equal to CM's required coverage and limits as required in this **Exhibit F**; (ii) Workers' Compensation insurance (including coverage for sole proprietors, partners, executive/corporate officers or LLC members) at statutory limits; (iii), Employers Liability Coverage at the statutory limits; (iv), minimum Commercial General insurance limit of \$2,000,000 each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate; (v) minimum Umbrella/Excess Liability insurance with limits of at least \$3,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies and (vi) Professional Liability Coverage as set forth in this **Exhibit**. CM Consultants may meet the required Commercial General and Umbrella/Excess Liability insurance coverages and limits with any combination of primary and Umbrella/Excess Liability insurance. CM is also responsible for assuring that all CM's Consultants insurance policies required in this Agreement comply with the

additional insured, primary and non-contributory and waiver of subrogation provisions shown in this **Exhibit F**. If requested by Developer, CM shall provide Developer with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required in this this **Exhibit F** for all of CM's Consultants performing the construction services in connection with the Agreement.

- 1.14** The types and limits of insurance shown in this **Exhibit F** are minimum insurance requirements for CM's Consultants. Developer reserves the right to require additional coverage types and/or increased limits of coverage for CM's Consultants performing the construction services in connection with the Project based on the CM's Consultants' proposed scope of construction services so long as commercially available and reasonably affordable. In the event Developer requires additional coverage types and/or increases limits of coverage, the costs of such additional insurance shall be considered a Project Cost under the Agreement.

2.1 INDEMNIFICATION

The agreement between StadCo and the CM (the "CM Agreement") shall provide that, to the fullest extent permitted by law, the CM agrees to defend, indemnify and hold harmless the Indemnitees for claims for bodily injury or property damage arising out of or resulting from, or alleged to arise out of or result from, except to the extent caused by an Indemnitee' negligence or willful misconduct: (a) the negligence of the CM; (b) the violation of a statute, ordinance, rule or regulation by the CM; (c) products furnished or used by the CM in connection with the Project; and/or (d) a breach of the CM Agreement by CM. The evidence of insurance provided by the CM to the Indemnitees shall specifically acknowledge that the contractual liability coverage referenced above covers the liability assumed under this indemnification.

EXHIBIT G
FUNDING SCHEDULE

	FUNDING SCHEDULE																
	Budgeted Amount		20-Apr-23	20-Jul-23	20-Oct-23	20-Jan-24	20-Apr-24	20-Jul-24	20-Oct-24	20-Jan-25	20-Apr-25	20-Jul-25	20-Oct-25	20-Jan-26	20-Apr-26	20-Jul-26	Total
Project Account Funding			250,000,000	96,852,000	99,153,000	101,759,000	114,442,000	129,302,000	161,703,000	172,721,000	141,607,000	114,336,000	87,681,000	57,243,000	12,210,000	991,000	1,540,000,000
Erie County Share	250,000,000	16.233766%	44,118,000	17,091,000	17,498,000	17,957,000	20,196,000	22,818,000	28,536,000	30,480,000	24,989,000	20,177,000	6,140,000	-	-	-	250,000,000
ESCS Share	600,000,000	38.961039%	105,882,000	41,020,000	41,994,000	43,098,000	48,469,000	54,763,000	68,486,000	73,153,000	59,975,000	48,425,000	14,735,000	-	-	-	600,000,000
Net PSL Proceeds	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Bills Stadium & Events Company, LLC Share*	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**	TBD**
Total Required Minimum Quarterly Contribution as of the date set forth in line 3 Budgeted Amount	1,540,000,000		250,000,000	96,852,000	99,153,000	101,759,000	114,442,000	129,302,000	161,703,000	172,721,000	141,607,000	114,336,000	87,681,000	57,243,000	12,210,000	991,000	1,540,000,000

* - StadCo's funding obligation to be increased by any Deficiencies, including any Project Cost Overruns (other than Project Cost Overruns caused solely by a Material Action or Inaction of ECSC or the County), in which case the Parties shall amend this Funding Schedule to increase StadCo's contribution to the Project Account such that any Deficiencies will be eliminated as required under Section 4.3(d) of this Agreement.
 ** - To be determined on a quarterly basis

EXHIBIT H
LEGAL OPINIONS

See attached.

EXHIBIT H-1

SIDLEY

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March 29, 2023

Buffalo Bills, LLC
One Bills Drive
Orchard Park, New York 14127

Bills Stadium and Events Company, LLC
One Bills Drive
Orchard Park, New York 14127; and

The County of Erie
95 Franklin Street
Buffalo, New York 14202
(collectively, "Addressees")

Re: 2023 Stadium Lease and Related Transactions

Dear Addressees:

We have acted as New York counsel to Erie County Stadium Corporation ("ECSC"), a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a New York public benefit corporation, in connection with that certain Stadium Lease, dated as of the date hereof (the "2023 Stadium Lease"), between ECSC, as lessor, and Bills Stadium and Events Company, LLC, a Delaware limited liability company ("StadCo") as lessee, and certain other related transaction documents.

This opinion letter is being furnished to you at the request of ECSC, pursuant to Section 11.1 of the Stadium Development and Construction Coordinating Agreement, dated as of date hereof, between The County of Erie, a New York municipal corporation ("County"), ECSC and StadCo (the "SDCCA").

In arriving at the opinions expressed below, we have examined and relied upon the following:

- (a) The 2023 Stadium Lease;
- (b) That certain Non-Relocation Agreement, dated as of the date hereof, by and between the County, Bills, ECSC and the State of New York;
- (c) That certain Erie County Stadium Corporation Secretary's Certificate, dated as of the date hereof, executed by Deborah Royce, as Corporate Secretary of ECSC, and the

attachments thereto, including the Certificate of Incorporation of ECSC, the By-Laws of ECSC, the resolutions of the board of directors of ECSC adopted on January 23, 2023, the resolutions of the board of directors of ECSC adopted on March 15, 2023, and the list of persons duly elected and qualified as officers of ECSC (the "ECSC Secretary's Certificate");

(d) The SDCCA; and

(e) Such other certificates, agreements, instruments and documents as we have deemed relevant or necessary as the basis for the opinions hereinafter expressed.

In addition to those other terms defined elsewhere in this opinion letter, as used herein, the following terms shall have the following meanings:

"Transaction Document" means the document listed in clause (a) above.

"Supplemental Document" means the document dated the date hereof listed in clause (b) above; and

"Covered Laws" means those New York State or United States Federal laws, rules and regulations, as applicable, which (a) in our experience, without having made any special investigation as to the applicability of any specific law, rule or regulation, are normally applicable to transactions of the type contemplated by the Transaction Document and the Supplemental Document and (b) are not the subject of and expressly referred to in a specific opinion herein. Without limiting the generality of the foregoing, the term "Covered Laws" shall not include (i) federal or state securities laws or blue sky laws (including, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, the Investment Company Act of 1940, as amended, or the Investment Advisers Act of 1940, as amended), fraudulent conveyance laws, fraudulent transfer laws or voidable transaction laws, antifraud laws, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or commodities laws (including, the Commodity Exchange Act), (ii) environmental, land use, tax, pension or employee benefit laws, statutes, resolutions or ordinances, (iii) privacy, antitrust, national security, antiterrorism, anti-money laundering, criminal and civil forfeiture, foreign corrupt practices, foreign asset, trade or sanctions laws, or any related enabling legislation, executive order, rule or regulation, (iv) county, city, or other municipal laws or laws of any local governmental agencies or, in each case, any rules or regulations thereunder, or (v) any state and local laws applicable to public benefit corporations, public authorities or quasi-government entities or their subsidiaries, including but not limited to the New York Public Authorities Law and the New York Urban Development Corporation Act 174/68.

In our examination referred to above, we have assumed, without independent investigation, the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to or obtained by us as originals, the conformity to original documents of all documents submitted to or obtained by us as certified or photostatic copies or by means of electronic transmission, and the authenticity of the originals of such copies. In rendering the opinions set forth herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, factual matters set forth in certificates of ECSC, documents and records supplied to us, the representations and warranties of ECSC in the

Transaction Document and the Supplemental Document, and all certificates of public officials. We have also assumed, with your permission and without independent investigation or verification, that:

(i) each party to the Transaction Document, the Supplemental Document and the SDCCA was duly organized or formed, was at all relevant times and is validly existing and in good standing under the laws of its jurisdiction of organization or formation, and had at all relevant times and has all requisite right, power and authority to conduct its business and to execute and deliver, and to perform its obligations under, the Transaction Document, the Supplemental Document and, if applicable, the SDCCA to which it is a party (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 1 and Opinion Paragraph 2 below, as applicable);

(ii) the execution and delivery of the Transaction Document, the Supplemental Document and the SDCCA, and the performance of the obligations thereunder by each party thereto, in each case, have been duly authorized by all necessary corporate, limited liability company, limited partnership and other appropriate actions and proceedings (if any) on the part of each such party (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 3 below);

(iii) the Transaction Document, the Supplemental Document and the SDCCA have been duly executed and delivered by each party thereto (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 4 below); the Transaction Document, the Supplemental Document and the SDCCA are the legal, valid and binding obligations of each party thereto, enforceable against each such party in accordance with their terms (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 5 below);

(iv) none of the execution and delivery of the Transaction Document, the Supplemental Document or the SDCCA, or the performance of the obligations thereunder by any party thereto, in each case, does or will (a) contravene or violate any provision of any law, rule or regulation (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 6 below), (b) contravene or violate any charter or other organizational document of such party (except that no such assumptions are made with respect to ECSC to the extent matters assumed herein are expressly addressed in Opinion Paragraph 6 below) or (c) conflict or be inconsistent with, or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of, or the obligation to create or impose, any lien or security interest upon any of the property or assets of such party under or in respect of the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or other agreement, contract or instrument to which such party is a party or by which its properties or assets are bound or to which it may otherwise be subject;

(v) no consent, approval, license, authorization or order of, or filing, recording, registration or qualification of or with, any regulatory body, administrative agency or governmental authority is required for the execution or delivery of the Transaction Document, the

Supplemental Document or the SDCCA, or the performance of the obligations thereunder by any party under any of the foregoing documents;

(vi) Substantial Completion (as defined in the 2023 Stadium Lease) and Final Completion (as defined in the 2023 Stadium Lease) will occur, and the County will comply with its obligation to convey to ECSC all of its right, title and interest in and to portions of the New Stadium Facility and the Existing Stadium Facility (each as defined in the 2023 Stadium Lease), as and when required by the terms of the 2023 Stadium Lease. We have assumed that, following the foregoing transfers, ECSC will have an interest in the property referenced in the 2023 Stadium Lease sufficient to lease the same;

(vii) notice of the existence and term of the Transaction Document will, where applicable, be duly filed, indexed and/or recorded among the appropriate official records, with all fees, charges and taxes (including any applicable real property transfer taxes) having been paid; and

(viii) the parties to the Transaction Document, the Supplemental Document and the SDCCA will (i) act in good faith and in a commercially reasonable manner, (ii) not engage in any conduct that would constitute other than fair dealing, and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Document, the Supplemental Document and the SDCCA.

Based upon and subject to the foregoing, and the other limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. As of the applicable date set forth on Schedule 1 (the "NY Good Standing Date"), ECSC is a business corporation validly existing and in good standing under the laws of the State of New York. In rendering the opinion set forth in this Opinion Paragraph 1, we have relied solely on a review of (i) a Certificate of Status from the Department of State of the State of New York dated as of the New York Good Standing Date and (ii) the ECSC Secretary's Certificate confirming that ECSC has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and that no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of ECSC.

2. ECSC has the corporate power and authority to execute and deliver and perform its obligations under the Transaction Document and the Supplemental Document.

3. The execution and delivery of the Transaction Document and the Supplemental Document by or on behalf of ECSC and the performance by ECSC of its obligations thereunder have been duly authorized by all requisite corporate action on the part of ECSC under the Business Corporation Law of New York State.

4. The Transaction Document and the Supplemental Document have been duly executed and delivered by or on behalf of ECSC.

5. The Transaction Document is the valid and binding obligation of ECSC, enforceable against ECSC in accordance with its terms.

6. The execution and delivery by or on behalf of ECSC of the Transaction Document and the Supplemental Document and the performance by ECSC of its obligations thereunder do not violate the terms of the certificate of incorporation or by-laws of ECSC.

The foregoing opinions are limited to the Covered Laws of the State of New York and the Covered Laws of the United States of America; provided that our opinions in paragraphs 1,2 and 6 above are further limited to the Business Corporation Law of New York State.

Our opinions expressed above are subject to the following additional limitations, qualifications, exceptions and assumptions:

(i) Our opinions are subject to (a) bankruptcy, insolvency, bail-in, reorganization, moratorium, fraudulent conveyance, fraudulent transfer, voidable transaction or other similar laws relating to or affecting creditors' rights generally, (b) general equitable principles (regardless of whether considered in a proceeding in equity or at law), including, the possible unavailability of specific performance, injunctive relief or any other equitable remedy, (c) concepts of materiality, reasonableness, good faith and fair dealing, (d) limitations under law on waivers of rights or defenses, (e) limitations under public policy, and (f) the application of foreign laws.

(ii) The enforceability of Section 14 (*Indemnification*) of the 2023 Stadium Lease may be limited by (a) laws (including, any United States federal or state securities law, rule or regulation) rendering unenforceable indemnification contrary to any such laws, rules or regulations and the public policy underlying such laws, rules or regulations, (b) laws limiting the enforceability of provisions exculpating or exempting a party from, or requiring indemnification or contribution of a party against, liability for its own gross negligence, misconduct or bad faith or the gross negligence, misconduct or bad faith of its agents and (c) laws requiring collection and enforcement costs (including, any fees and disbursements of counsel) to be reasonable.

(iii) Certain remedial provisions of the Transaction Document may be unenforceable in whole or in part, but the inclusion of such provisions does not affect the validity of the Transaction Document; however, the unenforceability of such provisions may result in delays in the enforcement of the counterparty's rights and remedies under the Transaction Document (and we express no opinion as to the economic consequences, if any, of such delays).

(iv) No opinion is expressed herein as to any provision of the Transaction Document that purports to establish or may be construed to establish any evidentiary standards.

(v) No opinion is expressed herein as to any provision of the Transaction Document to the effect that terms of the Transaction Document may not be waived or modified except in writing.

(vi) No opinion is expressed herein as to Section 20.1 (*Arbitration*) or Section 26.10 (*Governing Law; Venue*) of the 2023 Stadium Lease, powers of attorney or proxies.

(vii) We express no opinion with respect to the ownership or existence of or the adequacy of the description of any real, quasi-personal, personal or fixture property described in the 2023 Stadium Lease (and, in each case, any similar provisions in the Supplemental Document).

(viii) We express no opinion as to the effect of (a) the compliance or noncompliance of any party to the Transaction Document or the Supplemental Document with any state, local, municipal or federal laws or regulations applicable to that party because of that party's business, (b) the failure of any party to the Transaction Document or the Supplemental Document to be authorized to conduct business in any jurisdiction or (c) compliance or non-compliance by any party to the Transaction Document or the Supplemental Document, as a result of future discretionary acts by such party, with any provision of the Transaction Document or the Supplemental Document.

(ix) Except as expressly set forth herein, we have not examined the records of ECSC or any court or any public, quasi-public, private or other office in any jurisdiction or the files of our firm and our opinions are qualified by and subject to matters that an examination of such record would reveal.

(x) We express no opinion as to the effect on the opinions expressed herein of the compliance or non-compliance of any party to the Transaction Document, the Supplemental Document or the SDCCA (other than ECSC to the extent expressly set forth herein) with any state, federal or other laws or regulations applicable to it or the legal or regulatory status or the nature of the business of any party (other than the legal status of ECSC to the extent expressly set forth herein).

Our opinions are premised upon there not being any facts or circumstances relevant to the opinions set forth herein not disclosed in the statements of governmental officials, representations made in or pursuant to the Transaction Document, the Supplemental Document and the SDCCA and certificates of appropriate representatives of ECSC upon which we have relied, as noted above.

This opinion letter is being furnished only to you in connection with the execution and delivery of the Transaction Document and the Supplemental Document and is solely for your benefit and may not be relied upon by you for any other purpose or relied upon by any other person, firm or entity, or used, circulated, quoted or otherwise referred to for any purpose, nor may this opinion letter or copies hereof be delivered to any other person, firm or entity, in each case without our prior written consent. This opinion letter may be disclosed as required by any order of any court or governmental authority, on the condition that such disclosure is for the purpose of confirming the existence of this opinion letter and that such parties are not authorized to rely hereon.

The opinions expressed herein are expressed as of the effectiveness of the 2023 Stadium Lease on the date hereof and we assume no obligation to advise you of, or to update or supplement this opinion letter to reflect, any changes in laws, facts or other circumstances (or the effect thereof on the opinions expressed herein) that may come to our attention or otherwise arise after such time.

Very truly yours,

A handwritten signature in dark ink, appearing to be "C. J. [unclear]", written in a cursive style.

Schedule 1

New York Good Standing Date: March 20, 2023

EXHIBIT H-2

Terrence M. Gilbride
Partner
Direct Dial: 716.848.1236
tgilbride@hodgsonruss.com



March 29, 2023

County of Erie
95 Franklin Street
Buffalo, NY 14202

Bills Stadium and Events Company, LLC
One Bills Drive
Orchard Park, NY 14127

Ladies and Gentlemen:

We have acted as counsel to Erie County Stadium Corporation ("ECSC") in connection with the execution and delivery by ECSC of a Stadium Development and Construction Coordinating Agreement, dated as of March 29, 2023, among you and ECSC (the "Agreement").

This letter is being delivered pursuant to Section 11.1 of the Agreement.

The opinions set forth in this letter are subject to the following qualifications:

1. The opinions set forth in this letter are based solely upon (a) our review of, as submitted to us, (i) the Agreement, (ii) a Secretary's Certificate, dated March 29, 2023, executed by Deborah Royce, the Secretary of ECSC, (the "ECSC Certificate"), (iii) the Certificate of Incorporation of ECSC as attached to the ECSC Certificate (the "ECSC Certificate of Incorporation"), (iv) the By-Laws of ECSC as attached to the ECSC Certificate (the "ECSC By-Laws"), (v) the resolutions of the Board of Directors of ECSC attached to the ECSC Certificate, which include a resolution relating to the election of the current officers of ECSC (individually a "Current Officer"), (vi) the offices, names and signatures of officers of ECSC attached to the ECSC Certificate, and (vii) a certificate, dated March 20, 2023, from the Secretary of State of the State of New York as to ECSC (the "Governmental Certificate") (items (a)(i) through (a)(vii) being collectively the "Reviewed Documents"), (b) as to factual matters, the conscious awareness of information by those of our present attorneys who have had primary responsibility for reviewing and negotiating the Agreement on behalf of ECSC (collectively the "Attorney Information") and (c) as to legal matters, our review of such published sources of law as we have deemed necessary based solely upon our review of the Reviewed Documents and the Attorney Information. Other than our review of the Reviewed Documents, we have not reviewed any document referred to in any of the Reviewed Documents or made any inquiry or other investigation as to any factual matter (including, but not limited to, (a) any review of any of the files and other records of ECSC or any court or other governmental authority, (b) any review of

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any of our files and other records, (c) any inquiry of any director, officer, employee or other agent of ECSC or (d) any inquiry of any present or past attorney of ours other than any present attorney of ours who possesses any of the Attorney Information).

2. We do not express any opinion concerning any law other than the law of the State of New York and the federal law of the United States (collectively the "Covered Law").

3. We have assumed without any inquiry or other investigation (a) the legal capacity of each natural person, (b) the genuineness of each signature on any of the Reviewed Documents, the authenticity of each of the Reviewed Documents submitted to us as an original, the conformity to the original of each of the Reviewed Documents submitted to us as a copy and the authenticity of the original of each of the Reviewed Documents submitted to us as a copy, (c) the accuracy on the date of this letter as well as on the date stated in the ECSC Certificate or the Governmental Certificate of each statement contained therein and the accuracy on the date of this letter as well as on the date made of each statement as to any factual matter contained in any other of the Reviewed Documents other than any statement as to any factual matter within the scope of the Attorney Information, (d) the accuracy and completeness for all purposes of any identification of any property in any of the Reviewed Documents, (e) the payment of all required recording or filing fees, taxes and similar charges, (f) the holding by ECSC of any right, title or interest that ECSC purportedly holds in or to any property, (g) there not existing outside of the Reviewed Documents, the Attorney Information and the Covered Law anything that would render incorrect any opinion set forth in this letter, (h) the constitutionality or validity of any statute, rule, regulation or other law not being at issue, (i) the due incorporation of ECSC, the due adoption and filing of each amendment to the Certificate of Incorporation of ECSC and the due adoption of the original By-Laws of ECSC and each amendment to the By-Laws of ECSC, (j) each individual who has served or is serving in the capacity of director or officer of ECSC other than as a Current Officer having been duly elected and qualified to so serve and so serving at each time such individual purportedly took or takes any action in such capacity, (k) no violation of any fiduciary or other duty having occurred with respect to the authorization of the execution, delivery and performance of the Agreement by ECSC, (l) the satisfaction of each legal requirement applicable to any party to the Agreement other than ECSC to the extent necessary to make the Agreement enforceable against such party, (m) the satisfaction of each legal requirement applicable to the status of any party to the Agreement other than ECSC to the extent that such status relates to any right of such party to enforce the Agreement against ECSC, (n) there not having occurred with respect to any transaction contemplated by the Agreement any mutual mistake of fact or misunderstanding, fraud, duress or undue influence or any conduct that does not comply with any applicable requirement of good faith, fair dealing or conscionability, (o) each party to the Agreement other than ECSC having acted in good faith and without any notice of any defense against the enforcement of any right granted to such party by the Agreement or any adverse claim to any property on which any lien is created, or any property

that is transferred or any interest in which is transferred, by the Agreement, (p) there existing no agreement or understanding, whether written or oral, and there existing no usage of trade or course of conduct, that would limit, define, supplement or qualify any provision of the Agreement and (q) there not being any consent, approval, license, authorization or order of, or filing, recording, registration or qualification of or with, any regulatory body, administrative agency or governmental authority required for the execution or delivery of the Agreement, or the performance of the obligations thereunder by any party under the Agreement.

4. To the extent that any opinion set forth in this letter is based upon any statement contained in the Governmental Certificate, such opinion is limited to the meaning ascribed to such statement by the issuer of the Governmental Certificate.

5. The opinion set forth in this letter concerning the enforceability of the Agreement against ECSC under the law of the State of New York means that, while, as to ECSC, no particular remedy (including, but not limited to, specific performance) will necessarily be available under such law or the Agreement and no particular provision of the Agreement (including, but not limited to, any provision giving a consent or waiver, granting any power of attorney, providing for indemnification, exculpation, liquidated damages, attorneys' fees or arbitration or imposing any penalty or similar charge) will necessarily be upheld or enforced in any or each circumstance by a court of the State of New York applying such law, such unavailability of a particular remedy and such failure of a particular provision to be upheld or enforced will not render the Agreement invalid as a whole or substantially interfere with the realization of the principal benefits purported to be provided by the Agreement.

6. The enforceability of the Agreement against ECSC may be limited or otherwise affected by (a) any bankruptcy, insolvency, liquidation, reorganization, conservatorship, receivership, moratorium, marshaling, arrangement, assignment for benefit of creditors, fraudulent transfer, fraudulent conveyance or other statute, rule, regulation or other law affecting the rights and remedies of creditors generally or creditors of specific types of debtors, (b) any general principle of equity, whether applied by a court of law or equity, (including, but not limited to, any principle (i) governing the availability of specific performance, injunctive relief or any other equitable remedy that is subject to the discretion of a court, (ii) affording any equitable defense, (iii) requiring good faith, fair dealing or reasonableness in the performance or enforcement of a contract by a party seeking the enforcement of such contract, (iv) requiring consideration of the materiality of a breach of a contract by a party against whom or which the enforcement of such contract is sought or consideration of the materiality of the consequences of such breach to a party seeking such enforcement, (v) requiring consideration at the time the enforcement of a contract is attempted of the impracticality or impossibility of the performance of such contract or (vi) affording any defense to the enforcement of a contract based upon the

unconscionability of the conduct after such contract has been entered into of a party seeking such enforcement) and (c) the illegality of the Agreement under any law other than the Covered Law.

7. This letter addresses only the matters addressed by the opinions set forth in this letter and does not address any other matter. Any opinion set forth in this letter (a) deals only with the specific legal issue or issues it explicitly addresses and does not address any other matter, (b) addresses only law that, in our experience without our having made any investigation as to the applicability of any particular statute, rule, regulation or other law not expressly referred to in such opinion, is normally applicable to transactions of the type contemplated by the Agreement engaged in by a business corporation that is not engaged in a regulated activity such as banking or insurance or by a public benefit corporation, (c) except as expressly set forth in such opinion, does not address any legal issue arising under (i) any statute, rule, regulation or other law relating to any futures, forward, option, swap or other derivative contract or guaranty or other obligation arising in connection therewith, security, pension, employee benefit, antitrust, unfair competition, communication, usury, fraudulent transfer, fraudulent conveyance, privacy, consumer protection, environmental, land use, subdivision, tax, copyright, patent, trademark or other intellectual property, gambling, racketeering, terrorism, money laundering, emergency, health, safety, labor, health or other insurance, forfeiture or criminal matter or any filing, notice, margin or fiduciary requirement or (ii) any statute, ordinance, rule, regulation or other law of any political subdivision of the State of New York, (d) does not address the effect on such opinion of any law (including, but not limited to, public policy reflected therein) other than the Covered Law, (e) does not address any matter relating to (i) the nature, extent or validity of any title to or other ownership right in any property, (ii) the existence, nonexistence, creation, perfection or priority of any lien, (iii) the adequacy for any purpose of any description of any property, (iv) the compliance or noncompliance by any party with any financial covenant or (v) any sale or other transfer of the Agreement or any interest therein, (f) does not address any matter requiring any mathematical computation or financial or accounting determination and (g) except as expressly set forth in such opinion, does not address any matter relating to (i) the legal or regulatory status, or the nature or conduct of any business, of any party or (ii) the compliance or noncompliance by any party with any statute, rule, regulation or other law.

8. This letter is given without regard to any change after the date of this letter with respect to any factual or legal matter, and we disclaim any obligation to notify either of you of any such change or any effect of any such change on any opinion set forth in this letter.

9. This letter is to be interpreted in accordance with customary practice in the United States with respect to legal opinions rendered by lawyers to non-clients in business transactions.

Subject to the qualifications set forth in this letter, it is our opinion that:

1. ECSC is a business corporation validly existing under the Business Corporation Law of the State of New York.
2. ECSC has the corporate power under the Business Corporation Law and the Public Authorities Law of the State of New York, the ECSC Certificate of Incorporation and the ECSC By-Laws to execute, deliver and perform the Agreement.
3. The execution, delivery and performance of the Agreement by ECSC have been duly authorized by all corporate action of ECSC necessary under the Business Corporation Law, the ECSC Certificate of Incorporation and the ECSC By-Laws.
4. The Agreement has been duly executed and delivered by ECSC under the law of the State of New York, the ECSC Certificate of Incorporation and the ECSC By-Laws.
5. The Agreement is enforceable against ECSC under the law of the State of New York.
6. The execution, delivery and performance of the Agreement by ECSC do not violate the ECSC Certificate of Incorporation or the ECSC By-Laws.

This letter is solely for your benefit with respect to the Agreement and, without our express written consent, may not be furnished to or relied upon, referred to or otherwise used by any other party or relied upon, referred to or otherwise used other than in connection with the Agreement except that (1) this letter may be furnished to counsel to the County of Erie and counsel to OPSTAD, LLC in connection with the Agreement and may be relied upon by either of such counsel in giving and may be referred to in any opinion letter given by it in connection with the Agreement, (2) this letter may be furnished to independent auditors, accountants and other professional advisors of any person entitled to rely here on or to governmental entities or other regulatory authorities having jurisdiction of any such person, (3) this letter may be furnished to assignees (including assignees that are your affiliates) and prospective assignees and (4) this letter may be otherwise furnished as required by applicable law.

Very truly yours,
HODGSON RUSS LLP

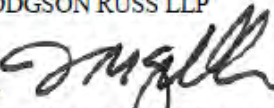
By 
Terrence M. Gilbride

EXHIBIT H-3



COUNTY OF ERIE

JEREMY C. TOTI
COUNTY ATTORNEY

KRISTEN M. WALDER
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

March 29, 2023

Buffalo Bills, Inc.
One Bills Drive
Orchard Park, New York 14127

Erie County Stadium Corporation
c/o New York State Urban Development Corporation
d/b/a Empire State Development
633 Third Avenue
New York, New York 10017-6754

Bills Stadium and Events Company
One Bills Drive
Orchard Park, New York 14127

RE: 2023 Stadium Lease and Related Matters

Dear Sir/Madam:

I am the County Attorney for the County of Erie (the "County"). I have reviewed and examined the following executed documents relating to the above-referenced matter (collectively, the "Project Agreements"):

1. The Second Amendment to the 2013 Master Lease between the County and the Erie County Stadium Corporation ("ECSC"), dated as of the date hereof (the "Second Amendment to 2013 Master Lease");
2. The Second Amendment to the 2013 Stadium Lease between the County, the ECSC, and the Buffalo Bills, LLC ("Bills"), dated as of the date hereof (the "Second Amendment to 2013 Stadium Lease");

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3. The Amendment to the Memorandum of 2013 Master Lease between the County and the ECSC, dated as of the date hereof (the "Amendment to 2013 Memorandum");
4. The Amendment to the 2013 Stadium Security Agreement between the County and the Bills, dated as of the date hereof ("Amendment to the 2013 Stadium Security Agreement");
5. The Amendment to the 2013 Non-Relocation Agreement between the County, the ECSC, the Bills and the State of New York, dated as of the date hereof ("Amendment to the 2013 Non-Relocation Agreement");
6. The Stadium Lease between ECSC, as lessor, and Bills Stadium and Events Company ("StadCo"), as lessee, with attached joinder by the County and the Bills, dated as of the date hereof (the "2023 Stadium Lease");
7. The Stadium Development and Construction Coordinating Agreement among the County, ECSC and StadCo, dated as of the date hereof (the "Construction Coordinating Agreement");
8. The Non-Relocation Agreement among the County, ECSC and the Bills (the "Non-Relocation Agreement"), dated as of the date hereof;
9. The Community Benefits Agreement between the County, the ECSC, StadCo and the Bills, dated as of the date hereof (the "CBA");
10. The Stadium Security Agreement between the County and StadCo, dated as of the date hereof (the "Stadium Security Agreement"); and
11. The Club Guaranty Agreement (the "Guaranty") by the Bills for the benefit of the County and ECSC, dated as of the date hereof.

In addition, I have reviewed and examined the following:

- A. The Erie County Charter (Erie County Local Law No.1-1959, as amended); and
- B. Originals or copies of such other documents, laws, statutes, ordinances, regulations and other matters as I have deemed necessary or advisable in order to render the following opinions to you and in order that you may enter into the Project Agreements to which you are a party.

Based on the foregoing, it is my opinion that:

- i. The County is a municipal corporation, duly created and validly existing and in good standing under the laws of the State of New York.
- ii. The execution, delivery and performance by the County of each Project Agreement to which it is a party or by which it has agreed, in writing, to be bound, in whole or in part, (1) have been duly authorized by all necessary actions of the Erie County Legislature, (2) do not contravene any constitutional, statutory or charter limitations of the County, (3) do not (to the best of my knowledge) contravene any law, regulation, rule or order binding on the County, and (4) do not (to the best of my knowledge) contravene the provisions of or constitute a default under any agreement or instrument to which the County is a party or by which the County may be bound or affected. All actions, approvals and consents necessary to authorize the execution, delivery and performance of the Project Agreements by the County have occurred or been obtained.
- iii. The Project Agreements to which the County is a party or by which it has agreed, in writing, to be bound, in whole or in part, have been duly and validly executed and delivered by the County, in compliance with the laws of the State of New York.
- iv. Each of the Project Agreements constitute legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms and provisions, except that enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws, or by equitable principles, relating to or limiting the rights of creditors generally.

The opinions expressed herein are rendered as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and I assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to my attention or any changes in laws that may hereafter occur, or to inform the addressees of any change in circumstances occurring after the date hereof that would alter the opinions expressed herein.

This letter is intended solely for the benefit of the ECSC, the Bills and StadCo with respect to the above-referenced matter, and, without my express written consent, may not be referred to, relied upon, quoted from or delivered to any person or otherwise used other than in

Buffalo Bills, Inc., et al.
March 29, 2023
Page 4

connection with the Project Agreements, except that this opinion may be delivered to your legal counsel in this matter or as may be required by applicable law.

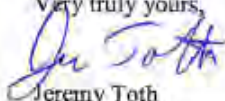
Very truly yours,

Jeremy Toth
Erie County Attorney



EXHIBIT H-4

March 29, 2023

Erie County Stadium Corporation
633 Third Avenue
New York, New York 10017

The County of Erie
95 Franklin Street
Buffalo, New York 14202
(collectively, "Addressees")

Re: 2023 Stadium Lease Documents

Dear Addressees:

We have acted as counsel to Bills Stadium and Events Company, LLC, a Delaware limited liability company ("Stadco"), and Buffalo Bills, LLC, a Delaware limited liability company ("Bills") (Stadco and Bills, each a "Company" and collectively, the "Companies"), in connection with that certain Stadium Lease, dated as of the date hereof (the "2023 Stadium Lease"), between Erie County Stadium Corporation ("ECSC"), a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a New York public benefit corporation, as lessor, and Stadco, as lessee, and certain other related transaction documents.

This opinion letter is being furnished to you at the request of the Companies, pursuant to Section 11.1 of the Stadium Development and Construction Coordinating Agreement, dated as of the date hereof, among The County of Erie, a New York municipal corporation ("County"), ECSC and Stadco (the "SDCCA"). All capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to such terms in the SDCCA.

In arriving at the opinions expressed below, we have examined and relied upon the following:

- (a) The 2023 Stadium Lease;
- (b) That certain Non-Relocation Agreement, dated as of the date hereof, by and among the County, Bills, ECSC and the State of New York (the "Non-Relocation Agreement");
- (c) The SDCCA;

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- (d) Community Benefits Agreement by and among County, ECSC, Stadco, and Bills (the “CBA”);
- (e) The Club Guaranty Agreement executed by Bills (the “Guaranty”);
- (f) Personal Seat License Marketing and Sales Agreement executed by ECSC and Stadco (the “PSL Agreement”);
- (g) Team Use Agreement executed by Stadco and Bills (the “Team Use Agreement”);
- (h) That certain Stadco Officer's Certificate, dated as of the date hereof and addressed to us, attached hereto as Exhibit A (the “Stadco Opinion Certificate”);
- (i) That certain Bills Officer's Certificate, dated as of the date hereof and addressed to us, attached hereto as Exhibit B (the “Bills Opinion Certificate”); and
- (j) Such other certificates, agreements, instruments and documents as we have deemed relevant or necessary as the basis for the opinions hereinafter expressed.

In addition to those other terms defined elsewhere in this opinion letter, as used herein, the following terms shall have the following meanings:

The documents listed in clauses (a) through (g) are referred to herein collectively as the “2023 Stadium Lease Documents” and the documents listed in clauses (a) through (j) above are referred to herein collectively as the “Transaction Documents”;

“Covered Laws” means those New York State or United States Federal laws, rules and regulations, as applicable, which (a) in our experience, without having made any special investigation as to the applicability of any specific law, rule or regulation, are normally applicable to transactions of the type contemplated by the 2023 Stadium Lease Documents and (b) are not the subject of and expressly referred to in a specific opinion herein. Without limiting the generality of the foregoing, the term “Covered Laws” shall not include (i) federal or state securities laws or blue sky laws (including, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, the Investment Company Act of 1940, as amended, or the Investment Advisers Act of 1940, as amended), fraudulent conveyance laws, fraudulent transfer laws or voidable transaction laws, antifraud laws, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or commodities laws (including, the Commodity Exchange Act), (ii) environmental, zoning, land use, tax, pension or employee benefit laws, statutes, resolutions or ordinances, (iii) privacy, antitrust, emergency, health, safety, labor, employment, restraint of trade, national security, antiterrorism, anti-money laundering, criminal and civil forfeiture, foreign corrupt practices, foreign asset, trade or sanctions laws, any federal or state laws, regulations or policies concerning possible judicial deference to acts of sovereign states, or any related enabling legislation, executive order, rule or regulation, (iv) county, city, or other municipal laws or laws of any local governmental agencies or, in each case, any rules or regulations thereunder, (v) any federal, state and local laws applicable to public benefit corporations, public authorities, quasi-government entities, or government entities or their subsidiaries, or (vi) any local laws applicable to the Companies and/or the Transaction Documents or the respective transactions contemplated therein either solely because such law, rule or regulation is part of a regulatory regime applicable to the Companies or their businesses or activities or because of the identity of the counterparty / counterparties to any Transaction Document.



In rendering the opinions expressed herein, we have assumed, with your permission, the genuineness and authenticity of all documents examined by us and of all signatures thereon; the genuineness, validity and effectiveness of all signatures affixed by DocuSign or other electronic signature mechanisms; the legal capacity of all natural persons executing such documents; the conformity to original documents of all documents submitted to us as certified or conformed copies or photocopies; the completeness and accuracy of the certificates of public officials examined by us; the completeness and accuracy of the representations and warranties as to factual matters made by each party in the Transaction Documents; and the completeness and accuracy of the statements of fact contained in the Stadco Opinion Certificate and the Bills Opinion Certificate. We have further assumed that Bills has received fair and reasonable consideration in connection with the transactions contemplated by the Guaranty and the obligations created thereunder. We have made no independent factual investigation with regard to any such matters; however, we have no current actual knowledge that any of the foregoing is inaccurate in any material respect. Additionally, we have, with your consent, assumed and relied upon the following:

(i) the accuracy and completeness of the statements of fact contained in all certificates and other statements, documents, records, financial statements and papers reviewed by us;

(ii) each party to each Transaction Document was duly organized or formed, was at all relevant times and is validly existing and in good standing under the laws of its jurisdiction of organization or formation, and had at all relevant times and has all requisite right, power and authority to conduct its business and to execute and deliver, and to perform its obligations under, each Transaction Document to which it is a party (except that no such assumptions are made with respect to the Companies to the extent matters assumed herein are expressly addressed in Opinion Paragraph 1(a), Opinion Paragraph 1(b), Opinion Paragraph 2(a), Opinion Paragraph 2(b), Opinion Paragraph 3, and Opinion Paragraph 4, below, as applicable);

(iii) the execution and delivery of each Transaction Document and the performance of the obligations thereunder by each party thereto, in each case, have been duly authorized by all necessary corporate, limited liability company, limited partnership and other appropriate actions and proceedings (if any) on the part of each such party (except that no such assumptions are made with respect to the Companies to the extent matters assumed herein are expressly addressed in Opinion Paragraph 5 and Opinion Paragraph 6, below, as applicable);

(iv) each Transaction Document has been duly executed and delivered by each party thereto (except that no such assumptions are made with respect to the Companies to the extent matters assumed herein are expressly addressed in Opinion Paragraph 7 and Opinion Paragraph 8, below, as applicable); each Transaction Document is the legal, valid and binding obligations of each party thereto, enforceable against each such party in accordance with its terms (except that no such assumptions are made with respect to the Companies to the extent matters assumed herein are expressly addressed in Opinion Paragraph 9 and Opinion Paragraph 10, below);

(v) none of the execution and delivery of any Transaction Document or the performance of the obligations thereunder by any party thereto, in each case, does or will (a) contravene or violate any provision of any law, rule or regulation, (b) contravene or violate any charter or other organizational document of such party (except that no such assumptions are made with respect to the Companies to the extent matters assumed herein are expressly addressed in Opinion Paragraph 11 and Opinion Paragraph 12, below), or (c) conflict or be inconsistent with, or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of, or the obligation to create or impose, any lien or security interest upon any of the property



or assets of such party under or in respect of the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or other agreement, contract or instrument to which such party is a party or by which its properties or assets are bound or to which it may otherwise be subject;

(vi) no consent, approval, license, authorization or order of, or filing, recording, registration or qualification (each, an “Action”) of or with, any regulatory body, administrative agency or governmental authority is required for the execution or delivery of any Transaction Document or the performance of the obligations thereunder by any party under any of the foregoing documents and to the extent any such Action is required, it will timely be performed or taken in good faith;

(vii) as of the date hereof, the County has title to the real property and improvements leased pursuant to the 2023 Stadium Lease Documents, and the description of such real property contained in the Transaction Documents is valid and sufficient to enable it to be identified, and we have assumed that the County has an interest in the property referenced in the 2023 Stadium Lease Documents sufficient to lease the same;

(viii) Substantial Completion (as defined in the 2023 Stadium Lease) and Final Completion (as defined in the 2023 Stadium Lease) will occur, and the County will comply with its obligation to convey to ECSC all of its right, title and interest in and to portions of the New Stadium Facility and the Existing Stadium Facility (each as defined in the 2023 Stadium Lease), as and when required by the terms of the 2023 Stadium Lease, and upon execution, each of the deeds attached to that certain Second Amendment to 2013 Master Lease, dated as of the date hereof, between County and ECSC will be effective to transfer all such right, title and interest to ECSC on the terms set forth therein, and we have assumed that, following the foregoing transfers, ECSC will have an interest in the property referenced in the 2023 Stadium Lease Documents sufficient to lease the same;

(ix) notice of the existence and term of each Transaction Document will, where applicable, be duly filed, indexed and/or recorded among the appropriate official records, with all fees, charges and taxes (including any applicable real property transfer taxes) having been paid;

(x) the parties to the Transaction Documents will (i) act in good faith and in a commercially reasonable manner, (ii) not engage in any conduct that would constitute other than fair dealing, and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents; and

(xi) because a claimant bears the burden of proof required to support its claims, ECSC, County, Stadco or Bills, as applicable, will undertake the effort and expense necessary to fully present its claims in the prosecution of any right or remedy accorded ECSC, County, the State of New York, Stadco or Bills, as applicable, under the Transaction Documents.

Whenever our opinions herein are qualified by the phrase “we have no current actual knowledge” or any similar phrase implying a limitation on the basis of knowledge, the qualification means the actual present knowledge or belief of those attorneys presently in our firm who have given substantive attention to the Transaction Documents or this opinion letter who constitute Primary Lawyers, and does not include any matter not within their present recollection, any knowledge of any other attorneys now or previously within our firm (regardless of whether any such other attorneys may have represented any of the Companies as to other matters in the past) or any constructive or imputed notice of any matter or any item of information. We have not undertaken any independent investigation to determine the existence or nonexistence of other facts, and no inference as to our knowledge of the existence or nonexistence of other



facts should be drawn from the fact of this firm's representation of the Companies in connection with the Transaction Documents or in other instances. "Primary Lawyers" shall mean (a) the lawyer who signs this opinion, (b) any lawyer who actively negotiated the transactions reflected in the Transaction Documents, prepared the Transaction Documents, or prepared this opinion letter, and (c) with respect to factual matters, the lawyers primarily responsible for responding with respect to such factual matters but, for the avoidance of doubt, does not include those lawyers whose individual involvement with this opinion letter was reviewing it in their capacity as members of our Opinion Committee.

Based upon and subject to the foregoing, and the other limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. (a) As of the applicable date set forth on Schedule 1 (the "Stadco Delaware Good Standing Date"), Stadco is a limited liability company validly existing and in good standing under the laws of the State of Delaware. In rendering the opinion set forth in this Opinion Paragraph 1(a), we have relied solely on a review of (i) a Certificate of Good Standing from the Secretary of State of the State of Delaware dated as of the Stadco Delaware Good Standing Date and (ii) the Stadco Opinion Certificate confirming that Stadco has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and that no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of Stadco.

(b) As of the applicable date set forth on Schedule 1 (the "Stadco New York Good Standing Date"), Stadco is a limited liability company validly existing and in good standing under the laws of the State of New York. In rendering the opinion set forth in this Opinion Paragraph 1(b), we have relied solely on a review of (i) a Certificate of Status from the Secretary of State of the State of New York dated as of the Stadco New York Good Standing Date and (ii) the Stadco Opinion Certificate confirming that Stadco has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and that no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of Stadco.

2. (a) As of the applicable date set forth on Schedule 1 (the "Bills Delaware Good Standing Date"), Bills is a limited liability company validly existing and in good standing under the laws of the State of Delaware. In rendering the opinion set forth in this Opinion Paragraph 2(a), we have relied solely on a review of (i) a Certificate of Good Standing from the Secretary of State of the State of Delaware dated as of the Bills Delaware Good Standing Date and (ii) the Bills Opinion Certificate confirming that Bills has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and that no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of Bills.

(b) As of the applicable date set forth on Schedule 1 (the "Bills New York Good Standing Date"), Bills is a limited liability company validly existing and in good standing under the laws of the State of New York. In rendering the opinion set forth in this Opinion Paragraph 2(b), we have relied solely on a review of (i) a Certificate of Status from the Secretary of State of the State of New York dated as of the Bills New York Good Standing Date and (ii) the Bills Opinion Certificate confirming that Bills has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and that no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of Bills.



3. Stadco has the limited liability company power and authority to execute and deliver and perform its obligations under the 2023 Stadium Lease Documents to which it is a party.

4. Bills has the limited liability company power and authority to execute and deliver and perform its obligations under each of the 2023 Stadium Lease Documents to which it is a party.

5. The execution and delivery of the 2023 Stadium Lease Documents to which it is a party by or on behalf of Stadco and the performance by Stadco of its obligations thereunder have been duly authorized by all requisite limited liability company action on the part of Stadco under the Delaware Limited Liability Company Act.

6. The execution and delivery of each of the 2023 Stadium Lease Documents to which it is a party by or on behalf of Bills and the performance by Bills of its obligations thereunder have been duly authorized by all requisite limited liability company action on the part of Bills under the Delaware Limited Liability Company Act.

7. The 2023 Stadium Lease Documents to which it is a party have been duly executed and delivered by or on behalf of Stadco.

8. The 2023 Stadium Lease Documents to which it is a party have been duly executed and delivered by or on behalf of Bills.

9. The 2023 Stadium Lease Documents to which it is a party are the valid and binding obligation of Stadco, enforceable against Stadco in accordance with their terms.

10. The 2023 Stadium Lease Documents to which it is a party are the valid and binding obligation of Bills, enforceable against Bills in accordance with their terms.

11. The execution and delivery by or on behalf of Stadco of the 2023 Stadium Lease Documents to which it is a party and the performance by Stadco of its obligations thereunder do not violate the terms of the certificate of formation or limited liability company operating agreement of Stadco.

12. The execution and delivery by or on behalf of Bills of the 2023 Stadium Lease Documents to which it is a party and the performance by Bills of its obligations thereunder do not violate the terms of the certificate of formation or limited liability company operating agreement of Bills.

13. The foregoing opinions are limited to the Covered Laws of the State of New York and the Covered Laws of the United States of America; provided that our opinions in paragraphs 1(a), 2(a), 3 through 6, 11 and 12, above are limited to the Delaware Limited Liability Company Act.

Our opinions expressed above are also subject to the following additional limitations, qualifications, exceptions and assumptions:

(i) Our opinions are subject to, and we do not opine with respect to the effect of, (a) bankruptcy, insolvency, bail-in, reorganization, moratorium, fraudulent conveyance, fraudulent transfer, preferences, voidable transaction or other similar laws relating to or affecting creditors' rights generally, (b) general equitable, legal or statutory principles (regardless of whether considered in a proceeding in equity or at law), including, the possible unavailability of specific performance, injunctive relief or any other equitable remedy, (c) concepts of notice, materiality, impairment of security, reasonableness, good



faith and fair dealing, jurisdiction, service of process and applicable statutes of limitation, (d) limitations under law on waivers of rights or defenses, or claims in any Transaction Document, including any waiver of a right to jury trial, to the extent such waivers might be violative of applicable statutes or public policy, (e) limitations under public policy, (f) the application of foreign laws, (g) judicial discretion or statutory limitations with respect to the availability of equitable remedies or defenses, the calculation of damages and the entitlement to attorneys' fees and other costs (and, for the avoidance of doubt, we do not opine that equitable remedies will be available), and (h) moratorium and similar laws relating to or affecting enforceability imposed by governmental authorities or by applicable laws as a result of a declaration of emergency by any such governmental authority, including any such measures imposed as a result of the coronavirus (COVID-19) pandemic.

(ii) The enforceability of Article 14 (*Indemnification*), Article 18 (*Environmental Matters*) of the 2023 Stadium Lease, Article 12 (*Indemnification*) of the SDCCA, the last sentence of Section 2.2 of the Guaranty, Article XIII and Section 2.4(B) of the PSL Agreement, and Article 26 and the last sentence of Section 27.2(c) of the Team Use Agreement (and, in each case, any similar provisions in any other Transaction Document) may be limited by (a) laws (including, any United States federal or state securities law, rule or regulation) rendering unenforceable indemnification contrary to any such laws, rules or regulations and the public policy underlying such laws, rules or regulations, (b) laws limiting the enforceability of provisions exculpating or exempting a party from, or requiring indemnification or contribution of a party against, liability for its own gross negligence, misconduct or bad faith or the gross negligence, misconduct or bad faith of its agents, and (c) laws requiring collection and enforcement costs (including, any fees and disbursements of counsel) to be reasonable. We also express no opinion with respect to the phrase "at no risk" in Section 2.3 of the PSL Agreement.

(iii) Certain of the provisions in the 2023 Stadium Lease Documents may be further limited or rendered unenforceable by applicable law, but in our opinion such law does not make the remedies afforded by the 2023 Stadium Lease Documents inadequate for the practical realization of the principal benefits intended to be provided.

(iv) We express no opinion as to any provision of any Transaction Document that purports to establish or may be construed to establish any evidentiary standards or that purports to waive demand, notice, hearing or constitutional rights (including a jury trial) or that purports to eliminate any obligation to marshal assets.

(v) We express no opinion as to any provision of any Transaction Document to the effect that terms of such Transaction Document may not be waived or modified except in writing.

(vi) We express no opinion as to Article 20 (*Arbitration*) or Section 26.10 (*Governing Law; Venue*) of the 2023 Stadium Lease, or Article 9 (*Dispute Resolution*) or Section 13.30 (*Jurisdiction*) of the SDCCA, or Section 9(g) (*Governing Law; Jurisdiction and Venue*) of the Non-Relocation Agreement, or Section 15.13 (*Governing Law; Venue*) or Article XVI (*Dispute Resolution*) of the PSL Agreement, or Section 10(g) (*Governing Law; Jurisdiction and Venue*) of the CBA, or Section 34.8 (*Governing Law, Venue; Waiver of Jury*) or Section 34.23 (*Dispute Resolution*) of the Team Use Agreement (and, in each case, any similar provisions in any other Transaction Documents), powers of attorney or proxies.

(vii) We express no opinion as to Section 6.4(c) of the 2023 Stadium Lease or the last sentence of Section 2.1 of the Guaranty (and any similar provision in any other Transaction Documents) with respect to the availability of injunctive relief or other equitable remedies or defenses for a breach of



any of the covenants set forth therein; and we express no opinion with respect to Section 7.2 of the 2023 Stadium Lease, or Section 16.2 of the PSL Agreement, or Section 27.2(e) or Section 27.3(b) of the Team Use Agreement or any similar provisions in the 2023 Stadium Lease Documents.

(viii) Based upon our review of Section 2504(a) of the New York Civil Practice Law and Rules, which allows the parties to waive undertakings, we believe that Section 6.4(d) of the 2023 Stadium Lease (and any similar provision in any other Transaction Documents) is enforceable, unless the court orders otherwise.

(ix) We express no opinion as to the effect on the opinions expressed herein of the compliance or non-compliance of any party to the Transaction Documents with the Stadium Affirmative Action Plan (as defined in the SDCCA) (and any similar provision in any other Transaction Document).

(x) We express no opinion with respect to the ownership or existence of or the adequacy of the description of any real, quasi-personal, personal or fixture property described in the 2023 Stadium Lease (and any similar provision in any other Transaction Document).

(xi) We express no opinion as to any documents referred to in, or incorporated into, the 2023 Stadium Lease Documents, or to any other documents being entered into, or delivered, by the Companies at the closing (including without limitation, the Project Labor Agreement), except as expressly set forth herein. For the avoidance of doubt, we express no opinion as to the Guaranty to the extent that it relates to obligations under the Stadium Security Agreement, as defined therein.

(xii) We express no opinion as to the effect of (a) compliance or non-compliance of any party to the Transaction Documents (other than the Companies to the extent expressly set forth herein) with any state, federal or other laws or regulations applicable to it or the legal or regulatory status or the nature of the business of any party (other than the legal status of the Companies to the extent expressly set forth herein) or (b) compliance or non-compliance by any party to 2023 Stadium Lease Documents, as a result of future discretionary acts by such party, with any provision of the 2023 Stadium Lease Documents.

(xiii) Except as expressly set forth herein, we have not examined the records of the Companies or any court or any public, quasi-public, private or other office in any jurisdiction or the files of our firm and our opinions are qualified by and subject to matters that an examination of such record would reveal.

(xiv) We express no opinion as to (a) any provision in any Transaction Document which provides that oral modifications to the Transaction Documents will be unenforceable or which limits the applicability of the doctrine of promissory estoppel, (b) any liquidated damage provision in any Transaction Document; (c) any provision which prohibits assignment by operation of law or in any other respect which may be deemed unreasonable under the circumstances, (d) the availability of damages or other remedies not specified in any Transaction Document in respect of any breach of covenant, (e) any provision which states that a prohibited action is void if actually taken, (f), any integration clause, (g) any agreement to agree or to modify any Transaction Document; or (h) any provision in any Transaction Document purporting to waive the right to remove any action, suit or proceeding to federal court.

(xv) We express no opinion as respects provisions relating to the appointment of a receiver to the extent the appointment of a receiver is governed by statutory requirements, and to the extent such provisions are not controlling by law and may conflict with such statutory requirements relating to receiverships.



This opinion letter is an expression of our professional judgment following our review of the legal issues expressly addressed herein in accordance with customary practice governing opinion letters in transactions such as those contemplated by the Transaction Documents. By rendering our opinion, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Transaction Documents.

This opinion letter is being furnished only to you in connection with the execution and delivery of the Transaction Documents and is solely for your benefit and may not be relied upon by you for any other purpose or relied upon by any other person, firm or entity, or used, circulated, quoted or otherwise referred to for any purpose, nor may this opinion letter or copies hereof be delivered to any other person, firm or entity, in each case without our prior written consent, except (i) independent auditors, accountants and other professional advisors of any person entitled to rely hereon or to governmental entities or other regulatory authorities having jurisdiction of any such person and (ii) assignees (including assignees that are your affiliates) and prospective assignees. This opinion letter may be disclosed as required by any order of any court or governmental authority, on the condition that such disclosure is for the purpose of confirming the existence of this opinion letter and that such parties are not authorized to rely hereon.

The opinions expressed herein are expressed as of the effectiveness of the 2023 Stadium Lease on the date hereof and we assume no obligation to advise you of, or to update or supplement this opinion letter to reflect, any changes in laws, facts or other circumstances (or the effect thereof on the opinions expressed herein) that may come to our attention or otherwise arise after such time.

Very truly yours,

A handwritten signature in blue ink that reads "Loeb & Loeb LLP".

Schedule 1

Good Standing Date

Stadco Delaware Good Standing Date: February 14, 2023

Bills Delaware Good Standing Date: February 14, 2023

Stadco New York Good Standing Date: March 10, 2023

Bills New York Good Standing Date: February 14, 2023

EXHIBIT A

STADCO OFFICER'S CERTIFICATE TO LOEB & LOEB LLP

The undersigned hereby certifies that he is the duly appointed and acting Secretary of BILLS STADIUM AND EVENTS COMPANY, LLC, a Delaware limited liability company ("STADCO"), and further certifies to Loeb & Loeb LLP, intending that it may rely hereon in rendering its opinion (the "Opinion") pursuant to Section 11.1 of the Stadium Development and Construction Coordinating Agreement, dated as of the date hereof, among The County of Erie, a New York municipal corporation, 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, a New York public benefit corporation, and STADCO, as to each of the matters set forth in this Certificate. For purposes hereof, all capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Opinion.

1. There has been no amendment, supplement, or other modification filed with the Secretary of State of the State of Delaware affecting the certificate of formation of STADCO since the applicable date thereof listed on Schedule 1 to this Officer's Certificate, and no such amendment, supplement, or other modification has been authorized.

2. There has been no amendment, supplement, or other modification affecting the limited liability company operating agreement of STADCO since the applicable date thereof listed on Schedule 1 to this Officer's Certificate and no such amendment, supplement, or other modification has been authorized.

3. The resolutions adopted by the sole Member of STADCO as of March 29, 2023 (the "Resolutions") are (a) all of the resolutions of such Member pertaining to the execution and performance of STADCO's obligations under the 2023 Stadium Lease Documents to which it is a party, (b) have not been amended, modified, annulled, rescinded, or revoked, and (c) are in full force and effect. The agreements and instruments referred to in the Resolutions have been executed pursuant to and in compliance with the Resolutions. No other action by any other person is required to authorize STADCO to enter into or perform the agreements and instruments set forth above.

4. Neither the execution, delivery or performance by STADCO of the 2023 Stadium Lease Documents to which it is a party nor the consummation of the transactions contemplated thereby violate the terms of the certificate of formation or limited liability company operating agreement of STADCO.

5. No event has occurred since the date of the applicable good standing certificates set forth on Schedule 1 to this Officer's Certificate, which has adversely affected the good standing of STADCO under the laws of the applicable state.

6. STADCO has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation, or other cessation of its existence and no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of STADCO.

7. STADCO is not subject to any order, writ, judgment, award, injunction, decree, or demand of any court, governmental, or regulatory authority, nor is any asset of STADCO bound by any of the foregoing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of March 29, 2023.

BILLS STADIUM AND EVENTS COMPANY, LLC, a Delaware limited liability company

By: John P. Sieminski
Name: John P. Sieminski
Title: Secretary

SCHEDULE 1

Organizational Documents and Good Standing Certificates

Certificate of Formation filed on February 25, 2022 as amended by that certain Certificate of Amendment filed with the Delaware Secretary of State on February 2, 2023.

Amended and Restated Limited Liability Company Operating Agreement entered into as of May 27, 2022, as amended by that First Amendment to Amended and Restated Limited Liability Company Operating Agreement entered into as of December 8, 2022

Certificate of Good Standing from the Secretary of State of the State of Delaware dated as of February 14, 2023

Certificate of Status from the Secretary of State of the State of New York dated as of March 10, 2023

EXHIBIT B

BILLS OFFICER'S CERTIFICATE TO LOEB & LOEB LLP

The undersigned hereby certifies that he is the duly appointed and acting Secretary of Buffalo Bills, LLC, a Delaware limited liability company (“Bills”), and further certifies to Loeb & Loeb LLP, intending that it may rely hereon in rendering its opinion (the “Opinion”) pursuant to Section 11.1 of the Stadium Development and Construction Coordinating Agreement, dated as of the date hereof, among The County of Erie, a New York municipal corporation, 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, a New York public benefit corporation, and Bills, as to each of the matters set forth in this Certificate,. For purposes hereof, all capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Opinion.

1. There has been no amendment, supplement, or other modification filed with the Secretary of State of the State of Delaware affecting the certificate of formation of Bills since the applicable date thereof listed on Schedule 1 to this Officer’s Certificate, and no such amendment, supplement, or other modification has been authorized.

2. There has been no amendment, supplement, or other modification affecting the limited liability company operating agreement of Bills since the applicable date thereof listed on Schedule 1 to this Officer’s Certificate and no such amendment, supplement, or other modification has been authorized.

3. The resolutions adopted by the sole Member of Bills as of March 29, 2023 (the “Resolutions”) are (a) all of the resolutions of such Member pertaining to the execution and performance of Bills’ obligations under the 2023 Stadium Lease Documents to which it is a party, (b) have not been amended, modified, annulled, rescinded, or revoked, and (c) are in full force and effect. The agreements and instruments referred to in the Resolutions have been executed pursuant to and in compliance with the Resolutions. No other action by any other person is required to authorize Bills to enter into or perform the agreements and instruments set forth above.

4. Neither the execution, delivery or performance by Bills of the 2023 Stadium Lease Documents to which it is a party nor the consummation of the transactions contemplated thereby violate the terms of the certificate of formation or limited liability company operating agreement of Bills.

5. No event has occurred since the date of the applicable good standing certificates set forth on Schedule 1 to this Officer’s Certificate, which has adversely affected the good standing of Bills under the laws of the applicable state.

6. Bills has not taken any voluntary action looking to the dissolution, winding up, termination, liquidation or other cessation of its existence and no event has occurred that has resulted or will result in the dissolution, winding up, termination, liquidation, or other cessation of the existence of Bills.

7. Bills is not subject to any order, writ, judgment, award, injunction, decree, or demand of any court, governmental, or regulatory authority nor is any asset of Bills bound by any of the foregoing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of March 29, 2023.

BUFFALO BILLS, LLC, a Delaware limited liability company

By:


Name: John P. Sieminski

Title: Secretary

SCHEDULE 1

Organizational Documents and Good Standing Certificates

Certificate of Formation as amended through February 2, 2015

Second Amended and Restated Limited Liability Company Operating Agreement dated as of May 27, 2022

Certificate of Good Standing from the Secretary of State of the State of Delaware dated as of February 14, 2023

Certificate of Status from the Secretary of State of the State of New York dated as of February 14, 2023

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

MASTER PROJECT SCHEDULE

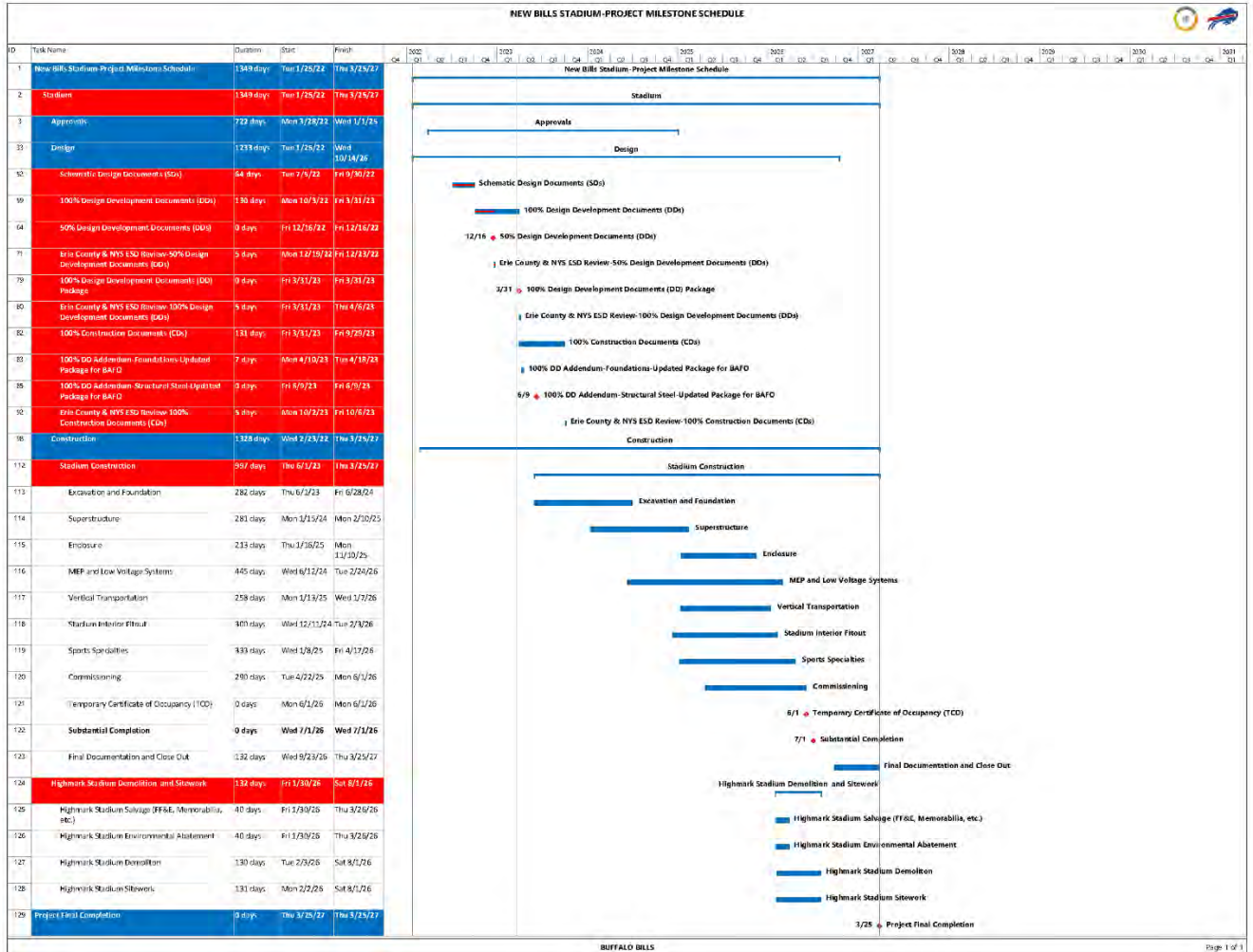


EXHIBIT K

PROJECT LABOR AGREEMENT

**BUFFALO BILLS STADIUM PROJECT
AT ORCHARD PARK**

PROJECT LABOR AGREEMENT

Between

**THE BUILDING AND CONSTRUCTION TRADES COUNCIL
OF BUFFALO, NEW YORK AND VICINITY, AFL-CIO;**

And

**GTBB JOINT VENTURE
CONSTRUCTION MANAGER**

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PREAMBLE

WHEREAS, Developer and Construction Manager, desire to provide for the cost-effective, safe, quality, and timely completion of certain construction work;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals by, among other things:

- (1) expediting the construction process and otherwise minimizing the disruption to the project;
- (2) avoiding the costly delays of potential strikes, slowdowns, and walkouts arising from work disputes and promoting labor harmony and peace for the duration of the project;
- (3) standardizing and stabilizing wages, hours and working conditions governing the employment of labor on the project;
- (4) permitting flexibility in work scheduling where necessary at affordable pay rates;
- (5) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (7) ensuring a reliable, consistent and sufficient source of skilled and experienced labor throughout the duration of the Project to ensure its timely and quality completion in a cost efficient and harmonious manner; and

WHEREAS, Developer and/or its Construction Manager have, through independent investigation and analysis, determined that substantial cost savings to the Project shall result from the application of this Agreement; and

WHEREAS, the Building and Construction Trades Council of Buffalo, NY & Vicinity, its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and

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WHEREAS, the Parties desire to maximize project safety conditions for both workers and others;

NOW, THEREFORE, the Parties enter into this Agreement:

PROJECT AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement" or "PLA") is entered into this 21st day of November 2022 by and between GTBB Joint Venture. (hereinafter, "Construction Manager") and the Building and Construction Trades Council of Buffalo, New York and Vicinity, AFL-CIO (hereinafter "Council") and its affiliated Local Unions (hereinafter, collectively called the "Union" or "Unions") with respect to the new stadium construction work within the scope of this Agreement and under the direction of the Construction Manager as assigned by for the new state-of-the-art, 60,000 fixed seat open air NFL stadium development for the professional football franchise known as the Buffalo Bills ("TEAM"), located at Orchard Park, New York.

It is understood by the parties that if this Agreement is acceptable to Developer and reviewed and approved as described in Article XX, that the construction work covered by this Agreement shall be contracted to Contractors agreeing to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute this Agreement for the purpose of covering that work. The Construction Manager shall monitor compliance with this Agreement by all Contractors.

The Unions, the Construction Manager and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties.

No Contractor is required to sign any other union collective bargaining agreement as a condition of performing work within the scope of this Agreement. This is a stand-alone Agreement.

It is understood that one of the objectives of this PLA is the furthering of public policy objectives for the long-term improvement of full-time employment opportunities for minorities and women by helping them obtain through their work on the Project the skills and experience that will better prepare them for future employment.

No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement shall be binding unless endorsed in writing by both parties and the Construction Manager.

This Agreement shall only be binding on the signatory parties hereto and their heirs, successors and assigns, and shall not apply to their parents, affiliates or subsidiaries. Nothing contained herein shall be construed to prohibit, restrict or interfere in any way whatsoever with the performance by the Construction Manager of any other operation, work or function which may occur outside the Project.

ARTICLE I.
DEFINITIONS

The term "**Contractor**" shall include all construction contractors engaged in on-site construction work within the scope of this Agreement.

The term "**Subcontractor**" shall include any construction company of a tier lower than the "Contractor," hired by the "Contractor" and engaged in on-site construction work within the scope of this Agreement.

The term "**Construction Manager**" shall refer to GTBB Joint Venture.

The term "**Developer**" shall refer to OPSTAD, LLC.

The term "**Labor Organization**", "**Labor Organizations**", "**Union**", or "**Unions**" as used in this Agreement shall refer to the Building and Construction Trades Council of Buffalo, New York and Vicinity.

The term "**Engineer**" shall refer to the Architect, their Sub-Consultants, Testing Agencies and any Construction Monitoring Firm retained on the Project.

The term "**County**" shall refer to The County Of Erie, a New York municipal corporation.

The term "**Project**" shall refer to the construction work necessary for building the Buffalo Bills Stadium Project.

The term "**Scope of Work**" shall refer to work defined in the bid documents for the construction of the Buffalo Bills Stadium Project.

"**Schedule A**" shall contain the collective bargaining agreements (CBAs) for the local signatory unions having jurisdiction over work on the Project.

ARTICLE II.

PURPOSE

The purpose of the Project is the construction of a new 1.35mGSF 5-6 level open air modern state-of-the-art stadium (the "Stadium"), with a separate ancillary building (the "Ancillary Building") of approximately 75,000 GSF (used for flexible programming), demolition of Highmark Stadium, grading, reorganizing existing utilities and related site development in Orchard Park, New York as indicated on the attached site map (Fig 1). The scope includes **PROGRAM AND BUDGET STATEMENT**: The Stadium will serve primarily to host NFL games for the TEAM. The Stadium will be designed to work efficiently in hosting other events of local, regional, national and international importance, such as international soccer matches, concerts, other professional and amateur sports events, Olympic exhibitions and training events, dirt events, X-Games type of events, and other entertainment and community events. The Stadium is expected to be approximately 1,350,000 GSF with a capacity of not less than 60,000 seats and have special event capacity expandability. Premium areas will include suites, ledge seats, club and other premium seating products. The Stadium must include state-of-the-art video and scoreboards, sound system, administrative and event staff offices and lockers, broadcast facilities, team

store, locker rooms, food service kitchens and concessions, signage, sports lighting, maintenance and storage areas, plaza, parking, and site landscaping. The project will also include a separate Ancillary Building of approximately 75,000 GSF. See attached Boundary Map (Figure 1).

Project construction is scheduled to begin in the spring of 2023 and be completed in summer 2026). The estimated base construction cost including escalation is \$1.3 billion

It is essential that the construction work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays or disruption in the work. In the recognition of the special needs of the Project, and to ensure adequate and reliable labor and maintain a spirit of harmony, cooperation, labor-management peace and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. If a dispute arises, the BCTC along with the CM, both agree that within 48-hours the grievance will be resolved. Additionally, the Unions agree not to engage in any strike, slowdown or interruption of work on or with respect to the Project or the Project site, and the Contractors agree not to engage in any lockout on or with respect to the Project or the Project site.

ARTICLE III.

SCOPE OF THE AGREEMENT

Section 1. This Agreement shall apply and is limited to the Stadium, ancillary building, sitework and demolition of Highmark Stadium, as described above in Article II, under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work by the Construction Manager, after the effective date of this Agreement and its approval by The State and the County, as described in Article XX. This Agreement shall cover and apply to such contracts.

Notwithstanding anything to the contrary herein, the provisions of this Agreement shall not apply to the County, the State and Buffalo Bills, LLC ("Bills"), and nothing contained herein shall be construed to prohibit or restrict the County and The State or the Bills or its employees from performing work not covered by this Agreement on the Project site. Without limiting the foregoing, the items specifically excluded from the scope of this Agreement include the following:

- a. Work by employees of the Bills, the County, Program managers, Architects/Engineers, Professional Surveyors, Testing and Inspection and Security firms, and other such professional services organizations on the same site.
- b. Non-project work and/or activity by employees of the County or the Bills.
- c. Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, security personnel, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- d. All off-site work, including delivery of any material fabricated off-site, except for dedicated lay down storage areas and delivery between such dedicated sites and the Project site and off-site work for which Section 220 of the New York State Labor Law applies.
- e. Removal off-site of waste materials, scrap, surplus and spoilage, construction waste and packaging, removal and transport of rock, concrete, and masonry etc. Contractors agree that removal and transport of the materials noted above shall not be subcontracted or assigned except to a person, firm, corporation, or entity who observes the standard of wages and benefits provided by the dump truck Schedule A Agreement. Any on-site transport and hauling of material noted above shall be included in this PLA and governed by the Associated General Contractors Schedule A Agreement.

f. All work performed pursuant to contracts for specialty work and technical scope subcontractors or suppliers who bring their own labor or designated sub-sub-contractors to the project for specialty systems such as:

- Final cleaning of the Project after turnover to the Owner. (For purposes of clarity only, final cleaning does not include construction-related debris cleaning.)
- Artwork and branding (sponsor activated areas) after turnover.
- Snow removal (Outside the project fence). Within site fence is covered by this PLA
- Janitorial services within ECC buildings
- Site Security
- Food Service Equipment and Concession. Will be purchased, delivered to an approved point of delivery and unpackaged by the Owner. The Contractor shall perform inspection, acceptance and shall include transport inside the facility, setting in place and final connections as included in this PLA (i.e., kitchen equipment, exhaust hoods, etc.).
- LED Video Board Displays, Ribbon Board Displays, Scoreboard Displays, and associated Equipment, Purchased and delivered by score board manufacturers, installation will be included in the PLA.
- Playing Field Surface and Sub Air Systems will be furnished by the Owner and Installed with labor using the one-to-one ratio as spelled out in this PLA.
- Broadcast Equipment and final connections, certifications and commissioning will not be governed by this PLA
- Owner/Developer FF&E & Purchased Equipment
- DAS (raceways, pathways and cabling systems will be governed by this PLA). The head end equipment, devices and final terminations shall be by certified vendor/manufacturer.

g. Work by employees of firms making deliveries to the projects, including the dropping of materials on the job site during the delivery process except local deliveries to the project site of aggregates which is governed by the Dump Truck Schedule A agreement and the delivery of Redi-Mix Concrete, which is governed by the Schedule A Redi-Mix Collective Bargaining Agreement. The delivery of aggregates and Redi-mix shall not be sub-contracted or assigned except to a person, firm, corporation, or entity who observes the standard of wages and benefits provided by the Dump Truck Agreement and Redi-Mix Agreement set out in the Schedule A's.

h. All work done by public utility companies whether on-site or off-site.

i. All work done by government agencies such as the Erie County Water Authority, Erie County, the Office of General Services, and NYSEG.

j. All work done by technical representatives performing commissioning, startup and troubleshooting related services for permanent equipment. Employees engaged in on-site equipment warranty work, unless a current employee of a contractor is on site and certified by the relevant manufacturer to make warranty repairs on the contractor's equipment.

Section 2. Preservation of Primary Bargaining Work: It is agreed and understood, that to the extent not excluded in Section 1 above, the preservation of work described in the Schedule A's ("Bargaining Unit Work"), which contains the applicable Collective Bargaining Agreements is paramount. Accordingly, all non-excluded work shall be Bargaining Work to be performed only by employees covered by the applicable agreement.

Section 3. It is understood by the parties that Developer may at any time and at its sole discretion determine to modify the Project currently proposed or not to build or to suspend any portion of the Project.

Section 4.

a. Developer, the Construction Manager, and/or Contractors have the absolute right to select any qualified Contractor for the award of contracts or subcontracts on this Project and vet and approve all Subcontractors notwithstanding the existence or nonexistence of any agreements between such Contractor or Subcontractor and any Union, provided only that such Contractor or Subcontractor is willing, ready and able to execute and comply with this Agreement should it be designated the successful Contractor or Subcontractor.

b. It is agreed that all Contractors and direct Subcontractors of a Contractor, of any tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Agreement and shall evidence their acceptance by the execution of this Agreement or a letter of assent provided to the Construction Manager prior to commencement

of work. A copy of the Agreement or letter of assent executed by the Contractor and/or Subcontractor shall be available for review by the Union.

Section 5.

a. This Agreement, together with the local collective bargaining agreements appended hereto as Schedule A (together, "Schedule A Agreements," and individually a "Schedule A Agreement"), represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement or other collective bargaining agreement except that the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors ("National Agreements"), shall apply to all work performed under those agreements (except that notwithstanding the foregoing National Agreements, Articles VII, IX, and X of this Agreement shall still apply). Where the provisions of this Agreement covers a subject that the provisions of a Schedule A Agreement covers, the provisions of this Agreement shall prevail. If this Agreement is silent on any subject addressed in the applicable Schedule A Agreement, the Schedule A Agreement shall govern. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.

b. Any timely dispute as to the applicable source between this Agreement and any Schedule A agreement for determining the wages, hours and working conditions of employees on the Project shall be resolved in accordance with the grievance and arbitration procedures of this Agreement. It is understood that this Agreement, together with the referenced Schedule A local collective bargaining agreements, constitute a self-contained, stand-alone Agreement and that, by virtue of having become bound to this Agreement, neither the Construction Manager,

nor any Contractors or Subcontractors will be obligated to sign or in any way be bound by any other local, area or national agreement.

Section 6. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other venues of any such party.

Section 7. All members of the Building and Construction Trades Council of Buffalo, New York, and Vicinity shall be a party to this agreement.

Section 8. Once this Agreement is reviewed and approved by Developer, The State and the county as set forth in Article XX, the construction work covered by this Agreement shall be awarded to Contractors who agree to execute and be bound by the terms of this Agreement.

Section 9. Except as expressly set forth in this Agreement, it is understood that nothing herein shall be construed as limiting the sole discretion of Developer or the Construction Manager in determining which Contractors or Subcontractors shall be awarded contracts for this Project. It is also understood that Developer in its sole, exclusive, and non-reviewable discretion, may, for any reason, cancel, terminate, delay, modify or suspend any work to be performed on this Project, including any and all covered work, in whole or in part.

Section 10. Developer shall not be liable, directly or indirectly, to any party, for any act or omission of any Contractor(s), the Construction Manager, the Building Trades Council, or any Labor Organization, including, but not limited to, any violation or breach of this Agreement by any Contractor(s), the Construction Manager, the Building Trades Council, or any Labor Organization.

Section 11. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Construction Manager, Developer and/or any Contractor or Subcontractor.

Section 12. As areas and systems of the covered work on the Project are inspected and tested by the Contractor, approved by the Engineer, and accepted by Developer, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Engineer/County to engage in repairs, modifications, checkout, and/or warranty functions related to such items or areas required by its contract(s).

Section 13. On work where the personnel, consultants, contractors and engineers of Developer and/or of Contractors for segments of the Project not covered by the scope of this Agreement may be working in close proximity to the covered work construction activities, the Unions agree that employees will cooperate with efforts to coordinate work activities that are ongoing at the site. This requirement to cooperate extends specifically, but not only, to those projects identified in Article III, Section 1 a, above.

ARTICLE IV.

UNION RECOGNITION AND EMPLOYMENT

Section 1. "Not Used"

Section 2. A Contractor shall, consistent with the applicable Schedule A collective bargaining agreement, have the right to determine the competency of all employees, the number of employees required, and shall have the sole responsibility for selecting employees to be laid-off consistent with Section 3(h) of this Article.

Section 3.

a. Subject to the provisions of this Agreement, the Contractors and Subcontractors agree to hire craft employees for work on the Project through the job referral systems and hiring halls established in the Unions' area collective bargaining agreement (attached as Schedule A).

The Unions' job referral systems will be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirement and shall be subject to such other conditions as established in this Article. In the event a Union does not have a job referral system, the Contractor shall give the Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor or Subcontractor shall have the right to reject any referral based on competency.

b. A Contractor or Subcontractor may hire employees who are employed by the Contractor or Subcontractor ("core employee(s)") to work on the Project, regardless of union membership status, who meet the following qualifications:

(1) Possess any license required by New York State law for the work to be performed on the Project; and

(2) Have worked a total of at least 500 hours in the construction field during the prior three years; or with the exception to workforce development and pre-apprentice, apprentice opportunities.

(3) Or employed by the Contractor's or Subcontractor's for at least 100 hours during the past 6 months, or for newly established businesses that are less than seven (7) months old as of the date of the award of the contract, were employed by the Contractor or Subcontractor for at least a period of time equal to one month less than the length of time the Contractor or Subcontractor was in business as of the date of the award of the contract.

c. No more than fifty percent (50% of the employee covered by this agreement, per Contractor or Subcontractor, by craft shall be hired through the provisions of paragraph (b) of this section. The Contractor or Subcontractor may hire per trade or craft one (1) journey person or apprentice employee first and then the Contractor or Subcontractor may hire per trade or

craft (1) core employee second and this process shall repeat, one and one, until the crew requirements for that trade or craft are met. Note: The first trade or craft one (1) journeyman or apprentice employee must be a Minority or Women (if available) to allow this process.

d. Contractors and Subcontractors may be asked to demonstrate that "core" employees mentioned in paragraph (b) in fact meet the qualifications in paragraph (b).

e. In the event that a Local Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) or Subcontractor(s) (Saturdays, Sundays, and Holidays excepted) a Contractor or Subcontractor may employ applicants from any other available source, in which case the provisions in paragraph (c) of this section shall be suspended.

f. Workforce Development and Diversity

The Unions agree to the following terms to assist in meeting the affirmative action, workforce development and diversity goals of the Project:

(1) The Contractor(s) shall strive, with the assistance of the applicable craft, to satisfy the affirmative action, workforce developments, and diversity goals contained in its contracts. To this end, the Contractor(s) and the applicable craft will work together to attain the good faith effort goals of 15% minority and 5% women workforce. These percentage goals are based upon hours worked by craft. The Union Halls 1st, 3rd, 5th and 7th employees sent to the contractor will be either a minority or a women as, available. If the Union has minority or women referrals available who will enable a Contractor to achieve minority and women hiring goals, and the available core employees of a Contractor are not minority or women core employees, the Contractor shall be obligated to hire those Union minority or women referrals without regard to the "one and one" procedure set forth in the paragraphs above.

(2) Each Union will provide to the Construction Manager, not less than quarterly, a census report of its members. Such census report will provide information regarding the number

of minority and women members and the status of those members as to apprenticeship and journeyman classification. The first such census reports shall be delivered prior to execution of this Agreement.

(3) The Unions agree that their good faith enrollment goals for all apprenticeship classes will be 25% combined minority and women as permitted by NYSDOL procedures and will, upon request, provide the Construction Manager with a description of its efforts to meet the goals.

(4) The Unions agree that seniority or other preference rules may not be utilized to frustrate the diversity goals of the Project or the affirmative action, workforce development, and diversity provisions of this Agreement.

(5) The Unions agree that individuals with construction industry experience outside of a unionized workforce who desire to become members of the various trade unions will be admitted at the status and grade commensurate with the skills acquired from their experience in the trade. Individuals who require additional training to achieve journeyman status will receive such training from the Unions.

g. Minority and Women Owned Business Participation

The Unions acknowledge that other good faith effort goals of the Project are to achieve participation in the work of the Project by minority-owned, women-owned and service-disabled veteran-owned businesses. The minority-owned and women-owned participation goal will be 30% combined, and the service-disabled veteran-owned business goal will be 6%. The Unions agree that this Agreement will be implemented in a manner to assist minority-owned, woman-owned and service-disabled veteran-owned businesses to participate in the work of the Project.

h. In the event a reduction in force is required for a Contractor or Subcontractor, that Contractor or Subcontractor shall have the discretion to select individuals of the Contractor's or Subcontractor's choosing for layoff, provided that ratios of core employees and

non-core employees are otherwise in accordance with this Agreement and the reduction is conducted in a manner as to preserve to the extent possible the workforce diversity as set forth in the Agreement. In the case of a single employee reduction in force, the Contractor or Subcontractor may lay off the last employee hired, regardless of whether such employee is a core employee or union employee.

i. Should a Contractor or Subcontractor desire apprentices, they shall be requested from the affected Union. Notwithstanding any restrictions on the referral of apprentices set forth in the local collective bargaining agreements in Schedule A, apprentices may be employed in numbers permitted by the New York State Department of Labor. Hired Union apprentices shall be counted the same as journeymen for the "one and one" procedure set forth in the above paragraphs. (With the exception of the previously mentioned PLA exclusions) Apprentices shall be referred to Contractors and Subcontractors on a non-discriminatory basis on the same terms as they are referred to others not working on the Project.

Section 4. All employees working on this Project and therefore covered by this Agreement shall be subject to the Union security provisions contained in the applicable local collective bargaining agreements in Schedule A; provided that any membership obligation will be limited, at the employees' option and in accordance with law, to financial core membership. No employee shall be compelled or required to attain or maintain membership in any labor organization to work on this Project.

Section 5. The Local Union shall not knowingly refer employees to a Contractor or Subcontractor under this Agreement who are currently employed by another Contractor or Subcontractor working under this Agreement.

Section 6. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor(s) and Subcontractor(s).

Section 7. Except as provided in Section 3(h) of this Article and Article V, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

Section 8. The selection of craft foremen and/or general foremen shall be the sole responsibility of a Contractor or Subcontractor (with the exception of Large Prime Contractors or Subcontractors, which will be required to be part of the Bid and Interview process). A Contractor or Subcontractor may determine the number of foremen to be utilized on the job, subject to safety considerations. All foremen shall take orders exclusively from the designated Contractors' or Subcontractors' representatives and shall be compensated in accordance with the applicable local collective bargaining agreement. Craft foremen shall be designated as working foremen at the discretion of the Contractor(s) or Subcontractor(s).

ARTICLE V.

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with work of employees and further provided that such representatives fully comply with the visitor and security and safety rules of the Project which may be established by the Construction Manager in its sole discretion. A copy of those rules and any amendments thereto shall be provided to the Unions by the Construction Manager, as applicable, upon request, i.e., orientation, badging, etc. The authorized representatives of the unions discussed above will be required to participate in a team approach to the items described in Article XVI, Section 4.

Section 2.

a. Each signatory Local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor(s) or Subcontractor(s) in writing of the identity of the designated steward or stewards prior to the assumption of duties as steward. Such designated steward or stewards shall not exercise any supervisory functions.

There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

b. In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, Subcontractors, and not with the employees of any other Contractor or Subcontractor. The Contractors and Subcontractors will not discriminate against the steward with regard to the proper performance of his Union duties.

c. Notwithstanding any applicable provisions contained in any Schedule A collective bargaining agreement, the stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

d. In addition to his work as an employee, all foreman, general foreman, lead personnel and all appointed stewards, shall participate in a one time, 4- hr. Diversity Equity and Inclusion awareness training given on site provided by the CM. In the event of a bias motivated incident of any manner, craft and supervision may be required to be re-trained if the Union, contractor and the CM mutually agree.

Section 3. The Contractor(s) and Subcontractor(s) agree to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A collective bargaining agreement, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor(s) or Subcontractor(s).

ARTICLE VI.
MANAGEMENT'S RIGHTS

Section 1. The Contractor(s) and Subcontractor(s) retains the full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this Agreement, the Construction Manager and Subcontractor(s) retains the right to direct the work force, including the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the promulgation of reasonable work rules; and, the requirement for overtime work, the determination of when it will be worked, and the number and identity of employees engaged for such work. The Construction Manager and Subcontractor(s) may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction upon a Contractor's choice of materials or design; nor, regardless of source or location, upon the full use and installation of new technology, equipment, machinery, package units, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Further, nothing in any Schedule A agreement shall restrict the Contractor's choice of materials based upon the identity of the supplier of the material, the supplier's location, or any other criteria not allowed by law. The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. The Owner, while recognizing this interest, must maintain its ability to utilize the services of off-site fabricators to reduce costs and improve efficiencies in order to be globally competitive. Contractors should use union signatory vendors for off-site assemblies or fabrications except for material normally purchased pre-assembled or manufactured. The Construction Manger agrees to support efforts to retain as much work as

possible. If any dispute should arise with respect to this Article the Trades agree to install any off-site assemblies or fabricated items regardless of the source. The parties shall endeavor to settle such dispute in the Labor Management forum or appropriate sub-committee before a grievance is filed under Article IX.

ARTICLE VII.

WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements contained in Schedule A) by any Union or by any employees on or with respect to Project work and/or work at the Project site. Likewise, there shall be no lockout by any Contractor or Subcontractor on or with respect to Project work at the Project site, with the exception of any bias motivated event in Article XVI, Section 4. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization at or in proximity to the Project construction site is a violation of this Article.

Section 2. The Contractor(s) or Subcontractor(s) may discharge any employee violating Section 1 above and any such employee will not be eligible for referral under this Agreement. The Construction Manager and the Unions shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3.

a. If a Contractor or Subcontractor contends that any Union and/or any employee has violated this Article or the provisions of Article XXII, Section 3, it will notify in writing the International President(s) of the Local Union(s) involved with copies of such notice to the Local

Union(s) involved and the Building Construction Trades Council. Such notice shall be made by any means, including email, hand delivery, or overnight delivery. The International President(s) will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions, and/or employees, to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union or its members.

b. If the Union contends that any Contractor or Subcontractor has violated this Article, it will notify that Contractor or Subcontractor and the Construction Manager setting forth the facts which the Union contends violate the Agreement.

Section 4. Any party in interest for purposes of this Article, or the Construction Manager, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XXII is alleged:

a. A party invoking this procedure shall request the selection of an arbitrator from the Project Labor Management Committee, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the Project Labor Management Committee will select an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Building Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, email, hand delivery or overnight mail and will be deemed effective upon receipt.

b. Upon receipt of said notice, the arbitrator named above or his alternate shall sit and conduct a hearing within forty-eight (48) hours if it is contended that the violation still exists.

c. The arbitrator shall notify the parties of the place and time he has chosen for the hearing. Said hearing shall be completed in one (1) session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon

by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of Section 1 above or of Section 3 of Article XXII, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within five (5) business days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief (except an award of damages), and such Award shall be served on all parties by hand, email, or overnight delivery upon issuance.

e. Such Award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such an agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's Award shall be served on all parties in the manner designated by the court, or if not designated by the court, it may be served by hand, email or by overnight delivery to their last known address or email.

f. Any rights created by statutes or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue, to the extent such waiver is permitted by law.

g. The fees and expenses of the arbitrator shall be paid by the party losing the arbitration.

Section 5. Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

Section 6. The Construction Manager is an interested party in all proceedings arising under this Article and Articles IX and X and shall be sent contemporaneous copies of all notifications required under those Articles, and, at its option, may participate in any proceeding initiated under these Articles to the full extent as any party thereto.

ARTICLE VIII.

LABOR MANAGEMENT COMMITTEE

Section 1. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review anti-harassment measures/procedures, Affirmative Action and equal employment opportunity matters pertaining to the Project Work.

Section 2. COMPOSITION

The Committee shall be comprised of three designees of Developer (at least one of which will come from the Construction Manager), and one representative each from of the Local Unions

and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE IX.
DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The parties shall each assign a representative to this Project for the purpose of assisting the Council and Local Unions, together with the Contractor(s), to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Section 2. The Contractor(s), Subcontractor(s), Unions, and the employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the procedures set forth in this Article.

Section 3. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) When an employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Local Union business representative or job steward, within two (2) workdays after the occurrence of the violation, give notice to the work site representative of the involved Contractor or Subcontractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor or Subcontractor

shall meet and endeavor to adjust the matter within three (3) workdays after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five (5) days after resolution has been reached.

(b) Should the Local Union(s) or Construction Manager or any other Contractor or Subcontractor have a dispute with another signatory party, and, if after conferring, a settlement is not reached within three (3) work days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the involved Local Union or his designee, together with the International Union representative of that Union, if available, the site representative of the involved Contractor or Subcontractor, and the labor relations representative of the Construction Manager shall meet within five (5) work days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within five (5) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request in writing within five (5) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator who shall be selected by the Project Labor Management Committee on a rotational basis.

The decision of the arbitrator shall be final and binding on all parties and the fees and expenses of the arbitrator shall be borne by the party losing the arbitration.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Construction Manager shall be notified by the involved Contractor or Subcontractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE X.
JURISDICTIONAL DISPUTES

Section 1. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, slow-down, or disruptive activity of any nature, and the Contractor's or Subcontractor's assignment shall be adhered to, and the work continued uninterrupted as assigned, until the dispute is resolved.

Section 2. The assignment of work will be solely the responsibility of the Contractor or Subcontractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan. NOTE: The CM awards the work, the Contractor is responsible for all assignments of work and labor harmony.

Section 3. Notification of Work.

a. Upon being awarded a contract for Project work, the successful Contractor shall supply written notice to the President of the Building and Construction Trades Council of Buffalo,

New York and Vicinity containing an accurate description of the work awarded, the location of the work to be performed, and the expected date to begin work.

b. Each Contractor and Subcontractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor, the Construction Manager, and Developer will be advised in advance of all such conferences. The Project Contractor and Construction Manager will attend. Developer may attend at its discretion. At least two (2) days' notice prior to the meeting date shall be given.

c. At the pre-job meeting, the successful Contractor and the Unions will attempt to agree upon all job assignments. If two or more Unions claiming the same portions of the work agree between themselves concerning such assignments, the Contractor shall accept such agreement in making the assignments. If the Unions cannot agree, the Contractor will make the assignment after a reasonable opportunity has been given each contending Union to present its views and arguments.

Section 4. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 5. In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved.

ARTICLE XI.
WAGES AND BENEFITS

Section 1. CLASSIFICATION AND HOURLY RATE: All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A (s) applicable to the work. All employees covered by this Agreement shall be paid no later than the standard quitting time on, first shift on Friday of each week. Contractors may pay by check provided such Contractors have obtained certification from the New York State Department of Labor. Any employee who is discharged or laid off shall be entitled to receive all accrued wages upon such discharge or layoff.

Section 2.

a. Contractor(s) agrees to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A collective bargaining agreement and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A agreement; provided, however, the Contractor(s) and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) and are required by law as Prevailing Supplements shall be included in this requirement and paid by the Contractor(s) on this Project. Bona fide jointly trustee fringe benefit plans or an authorized employee deduction program established or negotiated through collective bargaining during the life of this Agreement may be added subject to the limitation upon such negotiated changes contained in Article XXII, Section 2 of this Agreement.

b. However, Contractor(s) who designate "core" employees as defined in Article IV, Section 3(b), and who maintain bona fide private benefit plans which satisfy the requirements of

Section 220 of the Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220) or by electing to pay into the applicable jointly trustee funds designated in Schedule A agreements on their behalf, at a Contractor's option. The total benefit payments to be made by a Contractor(s) on behalf of each such employee must equal the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

c. The Contractor(s) agrees to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of such Trust Funds but only with regard to work done on this Project and only for those employees for whom this Agreement requires such benefit Payments. The Contractor(s) authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustee so appointed as if made by the Contractor(s).

d. The Unions agree that all Schedule A Trust Agreements will be made available for inspection, on both a pre-bid and post-bid basis, to any Contractor interested in bidding on, or that may be or is awarded, Project work. Inspections shall be made on a craft basis, during regular business hours (M-F, 9-5) and at the following locations:

Boilers Makers Local #7 5745 Big Tree Road Rt. 20A Orchard Park, NY 14127	Operating Engineers Local #17 5959 Versailles Road Lakeview, NY 14085
Bricklayers Local #3 Niagara Falls/Buffalo Chapter 1175 William Street Buffalo, NY 14206	Painters District Council #4 Glaziers Local #660 585 Aero Drive Cheektowaga, NY 14225
Carpenters Local #276 1159 Maryvale Drive Cheektowaga, NY 14225	Plasterers Local #9 168 Robinson Street N. Tonawanda, NY 14120
Cement Masons Local #111	Plumber & Fitters Local #22

111 Wales Avenue N. Tonawanda, NY 14150	120 Gardenville Pkwy. West Seneca, NY 14224
Electricians Local 41 S-3546 California Road Orchard Park, NY 14127	Roofers Local #74 2800 Clinton Street West Seneca, NY 14224
Elevator Constructors Local #14 3527 Harlem Road (Suite 10) Cheektowaga, NY 14225	Sheetmetal Workers Local #71 24 Liberty Avenue Buffalo, NY 14215
Heat and Frost Insulators and Allied Workers Local #4 2484 Seneca Street Buffalo, NY 14210	Sprinkler Fitters Local 669 P.O. Box 360 Fulton, NY 13069
Ironworkers Local 6 196 Orchard Park Road West Seneca, NY 14224	Teamsters Local #449 2175 William Street Buffalo, NY 14206
Laborers Local #210 25 Tyrol Dr. Suite 100 Cheektowaga, NY 14227	Technical Engineers Local 17D Operating Engineers Local 17 5959 Versailles Plank Road Lakeview, NY 14085
Millwrights 1163 15 LaSalle Avenue Kenmore, NY 14217	

e. The Unions further agree to meet, in a timely fashion, with any Contractor for the purpose of answering any questions germane to the Trust Agreements/Funds or the operations thereof.

f. Upon execution of this Agreement (or a letter of assent, as the case may be) the Contractor(s) shall make available to the appropriate Union(s) a complete set of plan documents for each non-Schedule A private benefit plan into which contribution may be made pursuant to the provisions of Section 2(b) above. Further, for each bargaining unit employee on whose behalf contributions are thereafter made to a private benefit plan, evidence of each such contribution shall be provided, upon written request, to the appropriate Union(s) in a form and manner acceptable to the Union(s).

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g. **Wages and Benefits:** When benefits are due according to Schedule A's to a union trust fund and regular benefit payments are considered delinquent under the applicable trades trust document, the applicable union shall have the right to request joint check payments arranged directly to the trust funds from the Construction Manager or general contractor.

Section 3. Waiver of Industry Fund Obligations. It is agreed and understood that Industry Promotion Monies, which would otherwise be due under the applicable collective bargaining agreements in Schedule A, shall not be due for any work performed on the Project. Such Industry Promotion Fund obligations for all Union signatories to this Agreement can be paid or waived at Contractor's discretion.

ARTICLE XII.

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Week and Work Day. The normal working hours and the normal work week shall consist of forty (40) hours, Monday through Friday. The work week for payroll purposes will commence at 0001 Monday (12:01 a.m.) and end at 2400 Sunday (Midnight). The standard work day shall consist of eight (8) hours of work, exclusive of one-half (1/2) hour unpaid lunch period. Contractors may at their option institute a workweek of four (4) ten (10)-hour days without payment of overtime as may be permitted by and in accordance with applicable law and regulations, which must be pre-approved by the CM prior to the implementation. The workday shall commence on site at the gang-box or shanty location. Prior to the start of work a Pre-task Plan (PTP) Review Huddle shall be completed by the crew leads and the workforce, along with a daily stretch and flex within the 8-hour day.

Section 2. Recognizing the importance of coordinating the Project construction, the Unions hereby agree that the regular work shift shall be between the hours of 7:00 a.m. and 5:00 p.m., with a project start time uniformly set for all contractors by the Construction Manager

between 7:00 a.m. and 8:30 a.m., with one-half (1/2) hour unpaid lunch period to commence no earlier than four (4) hours after the start of the shift and no later than five (5) hours after the start of the shift. If operational considerations warrant, the start of the work day may be moved to as early as 6:00 a.m. and as late as 9:00 a.m. by the Construction Manager, provided at least three (3) days' notice is given by the Construction Manager to the Contractor(s) and the Union and the affected employees, which notice shall contain the signature of a representative of the Construction Manager. Further changes to the start and finish of the work day or times of the lunch periods may be made by agreement between the involved Union(s) and the Contractor(s), and such agreement shall not be unreasonably withheld. Employees shall be at their actual work area ready to commence work at their regularly scheduled starting time.

Section 3. Overtime. Work performed outside normal working hours during the normal work week and all work performed on Saturdays, Sundays and/or holidays will be paid in accordance with applicable Schedule A Collective Bargaining Agreement. There will be no restriction on a Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work. Steward overtime work shall be as provided in the applicable Schedule A collective bargaining agreement, provided the Steward is qualified to perform the work available.

Section 4. Shifts. Shift work may be required at the option of a Contractor upon three (3) days' prior notice to the Union unless a shorter notice period is provided in the applicable collective bargaining agreement in Schedule A. The Construction Manager may also require shift work at its option, provided the same foregoing notice is provided to a Contractor and the Union. A second shift may start as early as 1400 (2:00 p.m.) or as late as 1600 (4:00p.m.). A third shift may start as early as 2200 (10:00 p.m.) or as late as 2400 (midnight). There shall be no penalty or premium if a Contractor works a second shift without working the first shift, or if a Contractor works a third shift without working a first or second. There shall be no premium pay

for shift work, except where a shift premium is provided for in any Schedule A and in such case the premium shall be as provided for in the Schedule A. Eight (8) or ten (10) hours of work shall be required to receive eight (8) or ten (10) hours of pay on any eight (8) hour or ten (10) hour shift, respectively. A shift work notice may require that shift work continue until further notice and in such case two (2) days' notice shall be provided before it is discontinued.

Section 5. Special Shift. If it is necessary to facilitate construction of the Project, the Construction Manager may establish a special shift for a crew of any craft or trade. Provided two (2) days' prior notice is provided by the Construction Manager to the Union and a Contractor (Per the Schedule A).

There shall be no intermingling of separate crews who are on different shift hours to defeat overtime.

Section 6. In the event that timely notice is not provided as called for in Sections 4 and 5 above, the shift premium otherwise due under the applicable Schedule A shall apply.

Section 7. Holidays. Recognized holidays on this Project shall be: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Holidays which fall on a Saturday shall be recognized on the preceding Friday. Holidays which fall on a Sunday, shall be recognized on the following Monday. There shall be no change in the established holiday schedules, and the days upon which those holidays are celebrated, except by mutual agreement. Payment for holidays and overtime for work performed on holidays shall be governed by the applicable Schedule A Collective Bargaining Agreement.

Section 8. Reporting Pay and Dismissal and Layoff.

a. Employees who report to the work location and who are not provided with work shall be compensated in the amount of two hour's pay.

b. In all cases, if the employee is reporting on a day which a premium rate is paid, reporting pay shall be calculated at that rate.

c. When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive overtime pay for actual hours worked.

d. When an employee leaves or is dismissed from or is laid off from the job or work location for any reason, the employee shall be paid only for the actual time worked. Except where provided for in another section of this Agreement, including Schedule A as attached hereto, there shall not be any notice requirement prior to dismissal or layoff.

Section 9. Timekeeping. A Contractor may utilize any system to check employees in and out. Each employee must check himself in and out. A Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10 Meal Period. Each Contractor will schedule a meal period of not more than one-half (1/2) hour's duration at the work location at approximately four (4) to five (5) hours into the scheduled work shift, consistent with Section 1; provided, however, that a Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts.

ARTICLE XIII.

APPRENTICES

Section 1. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, subject to worker availability, the referrals of each Union will make best efforts to accommodate consist of 33% apprentices.

Section 2. Subject to the requirements of the Apprenticeship Department of the New York State Department of Labor, the Unions pledge their full support and cooperation to the Contractor(s) to accept into their apprenticeship programs qualified minorities and females so

that equal employment opportunity goals, as contained in the construction bid specification documents, are attained and maintained on the Project.

Section 3. Any contractor who becomes party to this Agreement shall have access to apprentices of that trade regardless of their union affiliation provided such contractor employs at least one journeyman from the hiring hall.

Section 4. The BCTC in conjunction with this site-specific PLA agrees to provide pre-apprenticeship for anyone who is looking to enter into the building trades.

ARTICLE XIV.

SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1.

a. It shall be the responsibility of each Contractor and Subcontractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by that Contractor or Subcontractor or by Developer or the Construction Manager acting on behalf of Developer. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor, Subcontractor and Developer. Contractors, Subcontractors and Unions are encouraged to have safety meetings on a regular basis.

b. Employees shall be bound by any safety, security and visitor rules established by the Contractor(s), Subcontractor(s) or Developer or the Construction Manager acting on behalf of Developer. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

c. The Owner has directed the CM to implement a substance abuse testing policy on this Project and does not previously have an agreement with a Union concerning such testing. The Developer or the Construction Manager action on its behalf, may institute a

reasonable substance abuse policy which meets the minimum standards established for drug testing by the Department of Labor. (Note: OCIP/CCIP drug policy with regards to Marijuana testing).

Section 2. A Contractor or Developer or the Construction Manager acting on behalf of Developer, may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated for only the actual time worked; provided, however, that where a Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 3. The Contractor(s) shall provide adequate supplies of drinking water and sanitary facilities for all employees.

ARTICLE XV.

SECURITY OF MATERIAL EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of a Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Construction Manager and/or the Contractor(s).

ARTICLE XVI.

NO DISCRIMINATION

Section 1. The Contractor(s), Subcontractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, union affiliation, marital status, or physical or mental

disability, or any other statutorily protected category, in any manner prohibited by law or regulation.

Section 2. Any complaints regarding discrimination in violation of Section 1 should be brought to the immediate attention of the involved Contractor or Subcontractor for investigation and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

Section 4. Anti-Harassment Policy for Buffalo Bills Stadium Project:

a. All signatories to this Agreement agree to promote a work environment at the Project that is free from harassment of any kind.

b. All signatories support Contractor's ZERO TOLERANCE policy with respect to harassment at the Project, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered domestic partners), parental status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law.

c. All signatories agree to cooperate with Contractor in preventing harassment and responding to and investigating any alleged or suspected incident of harassment at the Project. Such cooperation shall include, without limitation, supporting Contractor's anti-harassment training efforts for all workers at the Project. See exhibit "D" Inclusive project training plan

d. Each Contractor signatory hereto agrees that it will remove any person found to be responsible for an incident of harassment.

e. Within forty-eight (48) hours of receiving a request from Contractor, representatives of the affected Union shall make a senior representative available to participate in a Project Stand-Down.

f. Any contractor or subcontractor bound to this Agreement, whether as signatory or through flow-down provisions of a separate agreement, shall have the right to discharge or discipline any employee who violates the provisions of this Agreement or Contractor's anti-harassment policy applicable to the Project. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement or Contractor's anti-harassment policy applicable to the Project. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed. Work at the Project will continue during any grievance arbitration procedure.

ARTICLE XVII.

TRAVEL, WALKING, SUBSISTENCE AND PARKING

Travel expenses, travel time, walking time, subsistence allowance and/or zone rates, and parking reimbursement shall not be applicable to Project Work under this Agreement.

All contractor and subcontractor employees shall park their personal vehicles, without charge, in the area designated as "Contractor Parking" on the final logistics plan. Neither Developer nor the Construction Manager nor any Contractor or Subcontractor shall be responsible for any damage to an employee's vehicle.

ARTICLE XVIII.
WORKING CONDITIONS

Section 1. There will be no rest periods, organized coffee breaks or other nonworking time established during working hours. Individual coffee and beverage containers will be permitted at the employee's work location.

Section 2. The Construction Manager shall establish such reasonable Project rules as the Construction Manager deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor(s) and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3. Work Rules. Subject to the discretion and control of the Contractor(s):

- a. As required by the National Labor Relations Act, as amended, there shall be no featherbedding.
- b. Foremen and stewards will perform work as directed by the Contractor(s).
- c. Contractor(s) may use their own employees in key management positions such as Superintendents or Assistant Superintendents. Alternatively, they may request by name and employ members of the Trades for these positions.
- d. There will be no non-working stewards.
- e. There shall be no stand-by trade labor for temporary light, temporary power, temporary heat, temporary cooling, unless requested by CM or the Authority Having Jurisdiction.
- f. There will be no stand-by personnel for mechanical systems unless requested by Contractor or Owner/Developer.

ARTICLE XIX.

HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the CM to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XX.

SUBJECT TO APPROVAL

Section 1. This Agreement, after it is signed by the all the parties, is subject to the review and approval of Developer. It is understood and agreed that this Agreement will not be in effect nor will be requirements of this Agreement be included in any bid specification unless and until it has been reviewed and approved by Developer.

ARTICLE XXI.**SAVINGS AND SEPARABILITY**

Section 1. It is not the intent of the parties to this Agreement to violate any federal, state or local law governing the subject matter contained herein. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but in the event the application of any provision of this Agreement is held to be prohibited by or invalid under applicable law or is enjoined, on either a temporary or permanent basis, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Such ineffective provision shall be rendered temporarily or permanently, as the case may require, null and void. In such event, the Agreement shall remain in effect for contracts already bid and awarded or for construction where the Contractor(s) voluntarily accepts the Agreement, and the parties to this Agreement will then enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future. In the event that the parties are unable to negotiate a substitute provision in conformity with the law and the intent of the parties within fourteen (14) days of a court order, or no later than three (3) days prior to the deadline for receipt of bids, whichever is earlier, either party shall have the option to declare this entire Agreement null, void, and without effect.

Section 2. Non-liability. In the event of an occurrence referenced in Section 1 of this Article, neither Developer nor the Construction Manager, nor any Contractor or Subcontractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed or upheld.

ARTICLE XXII.

DURATION OF THE AGREEMENT

This Project Labor Agreement, subject to the conditions of Article XX, shall continue in effect for the duration of the Project.

Section 1.

a. **Turnover.** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section, or segment has been accepted by Developer or its consultants. As areas and systems of the covered work on the Project are completed by the Contractor(s), approved by the Engineer, and accepted by Developer, the Agreement shall have no further force or effect on such items or areas, except when the Contractor(s) is directed by the Engineer or Developer to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s).

b. **Notice.** A copy of the notice of each final acceptance issued by the Architect/Engineer/Developer received by the Contractor(s) will be provided to the Union with the description of what portion, segment, etc., has been accepted. "Final acceptance" may be made subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Architect/Engineer/Developer and notice of acceptance is given by the Architect/Engineer/Developer to the Contractor(s).

c. **Termination.** Final termination of all obligations, rights and liabilities under this Agreement shall occur when no covered work remains under this Agreement.

Section 2. Schedule A collective bargaining agreements incorporated as part of this Agreement shall continue in full force and effect until the Contractor(s) and/or Union parties to the collective bargaining agreements which are the basis for such Schedule A collective