

bargaining agreements notify the Construction Manager of the mutually agreed upon changes in such agreements and their effective date(s).

The Contractor(s) agrees and consents to pay the increased wages and the increased contributions to the relevant Jointly Administered Trust Funds or private benefit funds, consistent with Section 2 of Article XI, pursuant to the provisions of any collective bargaining agreements negotiated by the Unions during the work performed on the Project retroactively to the expiration date of the attached Schedule A collective bargaining agreement, provided, however, if the provisions of any such new collective bargaining agreement provide that the said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail, and provided further that the increased wages and increased contributions do not exceed the adjusted Prevailing Wage and Supplement rates.

The parties agree that any such provisions or changes in rates of pay or fringe benefit trust fund contributions negotiated into said Schedule A collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor(s) than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into Schedule A collective bargaining agreement of such provisions agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A agreement shall be referred to an arbitrator selected in accordance with Article IX for resolution.

Section 3. Regardless of any language to the contrary in any Schedule A collective bargaining agreement, it is understood and agreed that Contractors may hire either union or non-union Subcontractors for any Project work. As otherwise stated in the Agreement, all Subcontractors shall be required to accept and be bound by the terms and conditions of the

Agreement and shall evidence their acceptance by execution of the Agreement or a letter of assent provided to the Construction Manager prior to commencement of work.

Section 4. This Agreement may be amended or supplemented only by mutual consent of the parties hereto, reduced to writing and duly signed by each.

Article XXIII.

Return to Work Program

Section 1. The Contractors and the Unions recognize a desire to facilitate the timely and effective return to work of injured workers. The Contractors and Unions hereby commit to a "Return to Work (RTW)" program to provide meaningful employment to an injured employee as soon as practical whether transitional or regular with accommodations or modifications as required by applicable law if such work is available. The goal shall be to return an injured employee to his or her pre-injury employment as soon as practical, provided their primary care provider issues a medical clearance to return to work with or without restriction(s) in accordance with the program if work is available. The Unions and the Building and Construction Trades Council of Buffalo and Vicinity agree to provide two business representatives and an alternative at the level of business administrator to participate in an RTW Committee, which will also include one representative of Developer and the Construction Manager. In the event the RTW Committee decides the injured worker is able to return to work in some capacity he or she must do so within 48 hours or be discharged and ineligible for employment at the project Site for thirty (30) calendar days. A return to work (RTW) program is expected to be implemented by each contractor. Each contractor must provide a 90 day Modified Alternate Duty Program for an employee who has sustained a work-related injury or illness and is medically unable to perform all or any part of his / her normal duties during all or any part of the normal workday or shift.

Section 2. The Unions agree that injured workers returning to unrestricted work duty shall not be subject to any change in seniority or status regarding employment or reemployment as a result of their injury.

Article XXIV

Alternative Dispute Resolution (ADR)

Section 1. This Project Site-wide insurance program will require the use of an (ADR) Alternative Dispute Resolution Worker's Compensation Program under Section 25 (2-C). The Construction Manager and Unions shall develop a program policy, guidance and procedures for implementation of an ADR program and will establish roles and responsibilities for each Party based on 12 NYCRR Section 314.

Section 2. The Unions and the Building and Construction Trades Council of Buffalo, NY and Vicinity agree to provide two business representatives and an alternative at the level of business administrator to participate in an ADR Committee, which will also include one representative of Developer and the Construction Manager. The ADR Committee will meet regularly to monitor the ADR program, review RTW plans, and to continuously monitor the progress of the ADR program. The appointed Ombudsperson will serve as a conduit for the workers to address questions regarding what to expect when they are injured, how the ADR program will work, and to hear any objection(s) from the injured worker or their Union Representative.

[SIGNATURE PAGES FOLLOW]

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

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22911649-122911649.2
237708-10001

FOR THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF BUFFALO, NEW YORK
and VICINITY

BY: Paul Kraus

FOR THE LOCAL UNIONS:

BOILERMAKERS LOCAL # 7

BY: Michael B...

BRICKLAYERS LOCAL #3

BY: [Signature]

CARPENTERS LOCAL #276

BY: Charles L. ...

CEMENT MASONS LOCAL #111

BY: [Signature]

ELECTRICIANS LOCAL #41

BY: Neil J. ...

ELEVATOR CONSTRUCTORS LOCAL #14

BY: Ronald J. L. Spokes

HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL #4

BY: Jim

IRONWORKERS LOCAL #

BY: Steve Kelly

LABORERS LOCAL #210

BY: Peter Caputo

MILLWRIGHTS LOCAL #1163

BY: Ted Weylman

OPERATING ENGINEERS LOCAL #17

BY: Greg DeWitt

PAINTERS DISTRICT COUNCIL #4

BY: John Hagan

PLASTERERS LOCAL #9

BY: Paul Krause

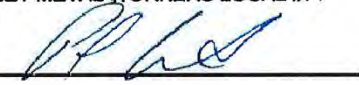
PLUMBERS & FITTERS LOCAL 22

BY: 

ROOFERS LOCAL #74

BY: 

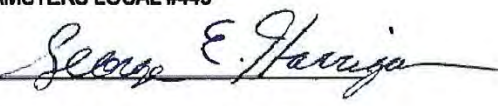
SHEET METAL WORKERS LOCAL #71

BY: 

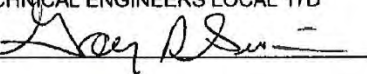
ROAD SPRINKLE FITTERS LOCAL #669

BY:  *Stoklosa*

TEAMSTERS LOCAL #449

BY: 

TECHNICAL ENGINEERS LOCAL 17D

BY: 

FOR THE CONSTRUCTION MANAGER - TURNER CONSTRUCTION COMPANY, INC.:

BY: 

Buffalo Bills Learning Plan		Type, Duration, Delivery
Audience		
Trade Partners	Respected & Inclusive Workplace/Respectful Learning for External Partners Prior to first day going to project, trade partners will have all employees watch video to understand expectations of what is expected on project site from a workplace behavior perspective. (Video available in English and Spanish and accessible on YouTube.)	Video Learning (15 minutes) Trade Partner Delivered
Trade Partners	Trade Partner Safety Orientation (Inclusive Respectful & Inclusive Workplace Guidelines) Prior to beginning work on project, Turner team will conduct complete orientation which is to include the new Safety Orientation video. Embedded within the video is a portion that refers to respect and inclusion and the impact to psychological safety. (Safety has video in English and Spanish.)	Video Learning (30 minutes) Turner Delivered
ALL Turner Supervisors (Including SPO)	Our House, Our Home Learning Session for Supervisors Turner certified trainers will conduct as part of onboarding for all supervisors, including crew leaders for SPO, an in-person learning session that teaches all aspects of expected behavior on project site to establish the right work environment. This session will specifically highlight the additional responsibilities of a supervisor with respect to zero tolerance enforcement, reporting and timeliness of reporting.	In-Person Learning (2 1/2 hours) Turner Delivered
ALL Turner Non-Supervisory Employees (Including SPO)	Our House, Our Home Learning Session Turner certified trainers will conduct as part of onboarding for all non-supervisory employees, including SPO, an in-person learning session that teaches all aspects of expected behavior on project site to establish the right work environment.	In-Person Learning (2 1/2 hours) Turner Delivered
ALL Project Site Employees (Turner & Trade Partners)	Toolbox Talk Series On a cadence of every two to four weeks, conduct in-person sessions on project site with all project site employees, both Turner and Trade Partners. The Toolbox Talk should be facilitated by Turner and key representatives from our Trade Partners. The following eight topics are a good starting point of content to select from. Repeat of topics after a period of time is acceptable and preferred, due to rotation of workers. 1. Active Calling 2. Turner Proud 3. Antismoking 4. Culture of Compliance 5. Antismoking 6. Culture of Care 7. A Harassment Free Workplace 8. Culture of Caring 9. Microaggressions	In-Person Middle Learning (30 minutes) Turner/Trade Partner Delivered
ALL Project Site Supervisors (Turner & Trade Partners)	Respectful Work Facilitated Learning Session External learning vendor facilitates workshop with key Turner Supervisors and key Trade Partner Crew Leads to teach tools on how to lead respectful working teams and establish and an inclusive environment. Sessions to be scheduled intermittently at key phases of project to include all supervisors. Note: Lead time required to coordinate session with external learning partner.	In-Person Learning (4 hours) External Learning Partner Delivered

EXTERNAL

INTERNAL

ALL

ALL SUPERVISORS





**NEW YORK STATE
BUILDING AND CONSTRUCTION TRADES COUNCIL**

AFFILIATED WITH BUILDING AND CONSTRUCTION TRADES DEPARTMENT AFL-CIO
113 State Street, 1st Floor, Albany, NY 12207 • Phone 518/435-9108 • Fax 518/435-9204

Gary LaBarbera, President

Albert Catalano, Secretary-Treasurer

PLA Determination

PLA: Buffalo Bills Stadium PLA

Submitted by: Paul Brown, President Buffalo BCTC

Date: 12/05/2022

Please be advised that the NYS Building & Construction Trades Council has reviewed the above-referenced Project Labor Agreement and has made the following determination:

- The PLA is APPROVED
- The PLA will be approved once the following changes are made:
- The PLA cannot be approved at this time. Please refer to concerns listed below:

Sincerely,

Gary LaBarbera
President



2/5/22, 10:35 AM

PLA Application Approved for Buffalo Bills Stadium Project at Orchard Park

From: agreements@nabtu.org,
To: plasterers9@aol.com,
Subject: PLA Application Approved for Buffalo Bills Stadium Project at Orchard Park
Date: Mon, Dec 5, 2022 7:37 am

Hello Paul Brown:

Thank you for your application for the PLA agreement application for Buffalo Bills Stadium Project at Orchard Park. It has been approved.

If you have any questions, please reach out to NABTU at agreements@NABTU.org.

Regards,

NABTU

EXHIBIT L
PROJECT PROGRAM STATEMENT

BUFFALO BILLS STADIUM PROJECT PROGRAM STATEMENT

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EXECUTIVE SUMMARY

This Project Program Statement establishes the minimum requirements and standards for the New Stadium. The new stadium will serve as the new home stadium for the Buffalo Bills football team, replacing existing Highmark Stadium. The anticipated date for completion of the new stadium is in 2026.

The new stadium will be located in Orchard Park, NY just across Abbott Road, directly west of the existing stadium. It will be an open-air stadium with a seating capacity of a minimum of 60,000 seats and a maximum capacity of 63,000 including SRO, with finishes, amenities, technology, service areas and concourses comparable to recent NFL stadiums (e.g., the stadiums located in Clark County, Nevada, Fulton County, Georgia and Hennepin County, Minnesota), a mixture of general seating, club seating, premium seating and suite offerings as well as standing room only and party decks. The existing stadium will be demolished after completion of the new stadium.

The New Stadium will be at a minimum 1.35M square feet and have eight to nine levels. The ancillary Technology Building area will be in addition to the square footage stated above with total square footage project area not to exceed 1,600,000 GSF. The ancillary Technology Building will consist of areas for the TV broadcasters and production data center for the new stadium. The anticipated total project budget, including demolition of the Current Stadium, infrastructure and parking is estimated to be approximately \$1.4B.

The New Stadium will have an appropriate mix of concessions, both cooking and non-cooking, kitchens, restroom facilities and retail stores. The playing surface will be natural grass. Approximately 64.8% of the spectator seats at the New Stadium will be covered by a canopy. Temperature controlled and heated areas will be distributed throughout the New Stadium, including within the seating bowl and concourses, to serve as warming areas for patrons and improve the fan experience throughout the New Stadium. VIP and general parking will be located on site. Necessary infrastructure is included in the program. Demolition of the Current Stadium is included in the final Project Program Statement. The New Stadium will include a Distributed Antennae System, Wi-Fi and state of the art technology throughout including video boards and a distributed IPTV system.

The building is organized over three primary connected levels, Field Level, Main Concourse, and Upper Concourse. Inserted in between are mezzanines and partial levels; mezzanine concourse on the north, service mezzanine on the south, lower suite level, lower club level, upper suite level, and upper club level. At the top on the west sideline, the press level serves as the highest level in the building. The building sits depressed into the site thirty-five feet below grade to locate the main concourse at grade. The depressed building drives the organization of all entry and circulation in and out of the stadium for all patrons, guest, and employees.

The New Stadium will include home and visiting NFL team locker rooms, auxiliary locker rooms, referee locker rooms and necessary support spaces, such as janitor closets, guest services, box

office/ticketing, security, mechanical and electrical rooms, IT closets, first aid, command center, press/media facilities, laundry, trash, storage, and broadcast facilities. The New Stadium will be designed to accommodate multi-purpose events such as concerts, community events and programs, as well as small scale gatherings, catered events, and ceremonies.

Additional detail supporting the program are noted below. The New Stadium design shall be commensurate with first-class, modern NFL stadiums located in Clark County, Nevada, Fulton County, Georgia and Hennepin County, Minnesota, incorporating technological innovations, environmental sustainability considerations and other best practices in design, construction, and operations in which NFL teams regularly play their games, including the following elements:

FACILITY PROGRAM SUMMARY

BUFFALO BILLS NEW STADIUM PROGRAM SUMMARY	
SPACE CLASSIFICATION	Gross Square Foot Area
SUB-TOTAL CLASSIFICATION 1: SPECTATOR FACILITIES	669,053
SUB-TOTAL CLASSIFICATION 2: FOOD SERVICE & RETAIL FACILITIES	83,195
SUB-TOTAL CLASSIFICATION 3: TEAM FACILITIES	75,200
SUB-TOTAL CLASSIFICATION 4: MEDIA FACILITIES	35,100
SUB-TOTAL CLASSIFICATION 5: ADMINISTRATIVE FACILITIES	6,975
SUB-TOTAL CLASSIFICATION 6: SERVICE & OPERATIONS FACILITIES	135,413
SUB-TOTAL CLASSIFICATION 7: CIRCULATION	378,682
SUB-TOTAL CLASSIFICATION 8: BUSINESS/EVENT CENTER	4,188
SUB TOTAL STADIUM SQUARE FOOTAGE	1,387,805
SUB-TOTAL CLASSIFICATION 9: AUXILIARY BUILDING	65,360

TOTAL PROJECT SQUARE FOOTAGE	1,453,165
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SITE DEVELOPMENT

Locating the new Stadium on the west side of Abbott Road allows a more central location for fans coming to the game. The stadium is rotated 12 degrees west of north to maximize wind protection in the winter blowing off the lake and sets up a main entry feature at the northeast corner between the stadium and Abbott Road.

The stadium plaza is an extension of the stadium and provides required circulation for spectators before and after events. At the edges of the plaza are a series of security deterrent elements that include stone blocks, bollards, bio-swales and concrete seat walls. As part of this edge is a no pass-through fence. This fence will be 10' high. In this line of security, the stadium plaza will have (6) screening canopies of various sizes. These canopies will include power and data. These canopies will all include 180-degree swing gates that are lockable and provide queuing lanes for screening capabilities with mags and tables.

All landscape in the plaza will support circulation, flow and view corridors to stadium. The planting will consist of 3-4' high ornamental planting and 6" cal. shade trees that create a canopy and fall color spectacular. Ornamental trees will be used sparingly but will create a pop of color and variety of form to enhance stadium features.

The service area is located at the south end of the stadium. It allows field access at 2 locations, loading docks for semi-trucks, trash and recycling docks, chillers, transformers, generators, broadcast compound, security screening for staff, player and owner parking/drop-off, and guard shacks for security. This area will be completely heavy duty asphalt. A 10' high security fence surrounds all these elements with more opaque solid fence panels along Abbott Road.

The auxiliary building will have pedestal cabinets as needed adjacent to parking at the broadcast compound for ENG or other broadcast requirements.

All plant material will be low maintenance shade trees closer to stadium and screening landscape at edges further away from stadium. Included on the west end of the service area is a drop off lane that is for players and team owners.

All the promenades and corridors emanating through the site are important elements that collect fans from parking lots and off site. They also break the parking lots up into spaces that are intuitive and more manageable. They will include pedestrian lighting, signage and landscape.

All the new parking lots consist of asphalt pavement with lighting. Landscape islands between the different lots will be areas for porta potties and trash containers. Large shade trees will be planted in these buffer islands to create separation between different parking lots. Parking lots closer to stadium will be a 60' wide parking bay that is more typical and can include personal tailgating, but the number of tailgaters in these parking lots will be lower than other lots. The new lots on the peripheral will be 80' wide parking bays to allow each space to have a 10' personal tailgate space

behind their parking space. This allows a 24' wide emergency lane down the drive aisle at each parking bay.

SPECTATOR FACILITIES

The modern state-of-the-art New Stadium will be designed to be ADA compliant and meet all NFL league requirements as well as applicable code requirements. Amenities that will facilitate a first-class fan experience at the New Stadium, including, at a minimum, general spectator fixed seating, club and suite seating, loge seating, ADA compliant seating, and sufficient restrooms (including gender neutral restrooms). Special consideration should be given to provide appropriate distribution and dispersion specific to disabled accommodation, inclusive of all seating and support/hospitality environments, for premium and general patron experiences.

Seating

A total of 60,000 spectator seating spaces, comprised of self-rising armchair seats, wheelchair spaces and suite seats, shall be provided. Minimum sightline clearance shall be 2-1/4" inches above the eye level of the spectator in the preceding row. Minimum tread width in seating areas shall be 34 inches, with club, suite, loge box and ledge seating areas having deeper treads. The height of the first row of seats above the playing field shall vary, depending upon the various sideline and endzone conditions; the maximum number of seats per row shall be 24; and minimum aisle width shall be 48 inches. The seat width shall be 19-20 inches for general spectator seating, and 21-22 inches will be the seat width for club seating.

Handrails shall be provided at all vertical aisles in the stands, portals, and at the front of all seating sections and behind the back row of seats adjacent to concourses.

Wheelchair seating areas for wheelchair patrons and a companion shall be provided and distributed around the facility at all levels. Total capacity to be determined, provisions shall be in compliance with the American with Disabilities Act (A.D.A.)

In Erie County, climate consideration must be given to provide temperature controlled environments as part of the New Stadium vertical and horizontal systems, which heating systems shall serve as warming areas for patrons and improve the fan experience throughout the New Stadium, including within the seating bowl. In addition, where overhangs exist from overhead level floor footprints or other construction, radiant heat will be incorporated into the exposed structure above the concourse areas to help provide improved fan experience in inclement weather and a shelter area for fans.

The New Stadium design will create transition zones from exposed to controlled environments with appropriate slip resistance and other similar finishes to allow for efficient operations and maintenance.

Public Toilets

Toilet rooms shall be provided for men and women at every concourse level and appropriately distributed. The ratio of spectators to fixtures shall be based on 50% male and 50% female attendance. Fixtures shall be provided based on the current International Plumbing Code. An attendant closet with a service sink providing hot and cold water and storage shall be provided in or near each public toilet room. Mirrors, soap dispensers, paper dispensers and toilet partitions shall be provided at all public toilets. Purse holders and lounge benches shall be provided in women's unit, with changing tables provided at all public toilets.

Appropriate toilet facilities, including grab bars, etc., shall be provided for the physically disabled.

All toilet rooms shall be equipped with heat to maintain a minimum 55°F. temperature, general lighting and exhaust. Hot and cold water service shall be provided for all concourse public toilet rooms. A hose bib shall be provided for general maintenance.

Unisex/Family Toilets

Appropriate toilet facilities, including grab bars, etc., shall be provided for the physically disabled or family use.

Bottle Filling Stations

Frost proof, non-refrigerated bottle fillers shall be provided at the field, 100, and 300 concourse levels adjacent to guest service locations.

Circulation

The character and design features of main horizontal circulation arteries and pathways will vary widely depending on the nature of the final design. The New Stadium will include various types of vertical circulation elements for an open air stadium, comparable to recent first class, modern NFL stadiums, and will include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

Heating

Where overhangs exist from overhead level floor footprints or other construction, radiant heat will be incorporated into the exposed structure above the concourse areas to help provide improved fan experience in inclement weather and a shelter area. At a minimum, the following portions of the New Stadium shall be temperature controlled:

- Mezzanine Level 05
 - North Food & Bar
- Main Concourse Level 100
 - N. Main Concourse, Food & Bar Market
 - E Main Concourse, Food & Bar

- W. Main Concourse, Food & Bar
- S. Main Concourse, Food & Bar
- Lower Suite & Club Level 200L:
 - Suite Seating
 - South F&B
 - East Lower Sideline Club Seating
- Upper Suite & Club Level 200U:
 - Suite Seating
 - East Lower Sideline Club Seating
- Upper Concourse Level 300:
 - N. Concourse Food & Bar/Concession
 - E. Concourse, Food & Bar
 - W. Concourse, Food & Bar

FOOD SERVICE FACILITIES

The New Stadium will have a wide range of food and beverage facilities to support the needs of the multitude of user groups and event attendees. Modern kitchen prep facilities equipped for preparation of food for concessions, club and suite areas, and catering will be included inside the New Stadium. The commissary and related offices will be located within the footprint of the New Stadium, and are best located on the service mezzanine and/or event/field level and are the primary back-of-house spaces for all the foodservice operations in the stadium. The kitchens will prepare the bulk quantity of all hot and cold food for premium areas and may prepare food to the point it is ready to be served in these areas.

Additionally, the premium areas will have smaller satellite finishing kitchen and commissary areas as final design, food service operational program and desired menu approach dictates. The main kitchen may also prep some food to be distributed to remote concessions around the public concourses where it will be finished and finally sold to patrons. The kitchens will require refrigeration, freezer, and dry storage for event use, be vented for full-service cooking, and code compliant - UL, NSF, and ADA. The freight elevator will be located with easy access to the main commissary for efficient access to all concourses.

Main Kitchen

The Main Kitchen will supplement food production for the general concessions as well as assist bulk food production for all the premium spaces and clubs.

Walk-in refrigerators and freezers will be provided for general storage, in-work products and prepared foods ready to issue. A cold food preparation area will be adjacent to the walk-ins for cleaning fruits and vegetables, preparing items for cooking, and making cold platters for suite service.

The hot production area will include high-volume bulk cooking equipment such as roll-in and reach-in combi steamer/ovens, tilting braising pans, high-capacity fryers, steamers, roast-n-hold ovens, griddle, broiler, and range. These will be supported by mobile and fixed worktables, reach-in refrigerators and freezers, and mobile food cabinets for hot, cold, and ambient food items. Cooking equipment will be gas fired with type 1 exhaust hoods and fire suppression utilized for ventilation.

The scullery area will include a large three-compartment sink for washing pots and pans, storage shelves and a large flight type ware washer.

This space will include offices for the executive chef and sous chefs within the kitchen.

Commissary

The main function of the space is receiving, staging and long term storage of all stadium food and beverages. The space will include bulk walk-in cooler, bulk walk-in freezer, bulk beverage cooler, dry storage, pallet storage, janitor sink and mop rack, pallet racks, dunnage racks, and mobile shelving, and a cart wash. The Commissary will have adjacency to the Main Kitchen.

A receiving office will be included in the commissary.

East & West Premium Kitchens

The Premium Kitchens will supplement food production/service for the east side premium Clubs on this level as well as the level above.

Walk-in refrigerators and freezers will be provided for general storage, in-work products and prepared foods ready to issue. A cold food preparation area will be adjacent to the walk-ins for cleaning fruits and vegetables, preparing items for cooking, and making cold platters for suite service.

The hot production area will include high-volume bulk cooking equipment such as roll-in and reach-in combi steamer/ovens, tilting braising pans, high-capacity fryers, steamers, roast-n-hold ovens, griddle, broiler and range. These will be supported by mobile and fixed worktables, reach-in refrigerators and freezers, and mobile food cabinets for hot, cold, and ambient food items. Cooking equipment will be gas fired with type 1 exhaust hoods and fire suppression utilized for ventilation.

The scullery area will include a large three-compartment sink for washing pots and pans, storage shelves and a large ware washer.

Suites

Food will be provided to the individual suites. Some pre-game ordering is expected. It has not been determined if Game Day Ordering will be included, however, the close proximity of the West Premium kitchen lends itself to the inclusion of this service.

Typical suite equipment: Refrigeration, Induction, Ice, Sink, Trash and Counter space for cold and ambient food offerings

Club Lounges

The foodservice program intends to feature ala carte, markets, concessions, or buffet made up of individual portable stations. Menus to be featured have not been defined. These club lounges will be serviced by a premium kitchen on the east side of the stadium.

The Club will include fixed bars. They will have the usual cocktails, draft beer, wine, and specialty drinks.

Pantries for beer walk-ins will be placed behind the stairs on the 200L level and may serve both levels

General Concessions

Point of sale quantity will be determined at the ratio of 1:150 seats. The stands will be split cooking and non-cooking. There are several types of GA products. The type will be determined as the design progresses. The current goal is 35% food and 65% beverage.

All beer and wine beverages will be packaged. No draft beer is anticipated in the markets or concessions. Draft beer is only anticipated at the feature concourse bars.

Ideally portables will not be used, and the POS count will be obtained using fixed spaces.

Hot / Cooking Markets

This is a retail concept with pre-packaged items (grab-n-go only) or implement a display cooking area that feeds display units (hot, cold, and ambient) for self-service of pre-packaged items by the customer. This will allow the customers to put together their own food and beverage needs from self-service refrigerators, freezers and warmers and bring them to a cashier position for check-out, similar to a convenience store operation. Condiments will be outside of the space.

It can include self-swiping pay kiosks as well as manned POS positions. This provides concourse relief as the patron's queue inside the stand vs. outside the stand.

Cold Markets

This is a retail concept with pre-packaged items for self-service of pre-packaged items by the customer. This will allow the customers to put together their own food and beverage needs from self-service refrigerators, and freezers and bring them to a cashier position for check-out, similar to a convenience store operation. Condiments will be outside of the space.

It can include self-swiping pay kiosks as well as manned POS positions. This provides concourse relief as the patron's queue inside the stand vs. outside the stand.

F&B Bars

The bars will serve bottled beer and sodas, mixed drinks and prepackaged drinks. Menu offerings may consist of wine, cocktails, frozen drinks and bottled beverages, actual menu to be determined. Equipment will include front underbar cocktail stations with speed rails, hand sinks, dump sinks, three compartment sink, glass racks, trash cans, and back bar coolers. Frozen drink machines may be included, but this has not been determined.

Each of the bar locations will be supported with a pantry to provide draft beer.

TEAM FACILITIES + LOCKER ROOMS

A full complement of support locker and change room accommodations will be required including state of the art officials, team auxiliary (mascot, dance, event promotions, field staff,) Home Team, Visiting Team locker room suites, including showers, restrooms and training areas. Strong consideration will be given for the ability for multiple locker spaces to be flexible and combined to extend the functionality of these areas for non-NFL events occurring at the New Stadium. Distribution of home team, visiting team and auxiliary locker areas will be required to maintain league best practices for path of travel, separation, and efficient access for NFL game day use.

Team facilities shall have direct access to the playing field. Passenger elevators shall provide access to the Press Box. Locker rooms shall be completely finished and furnished unless otherwise indicated. A service tunnel for access by truck or bus (minimum 16'-0" clear width) shall be provided to the team locker facilities.

Home Locker Room

Locker room including approximately 80 - 42"x36" lockers. Shower, toilet room, sauna, steam and drying area. Twenty shower heads, 10 water closets, 10 urinals, 10 lavatories and mirrors shall be provided.

Home Training Room

Athletic training office, exams rooms, meeting room, taping, treatment, hydrotherapy and massage areas. Electrical and plumbing rough-in for training equipment and wet area for hydrotherapy to be provided.

Home Coaches

Male and female coaches' locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for 35 male coaches and 5 female coaches.

A separate head coaches' locker, shower and toilet area with lounge area shall be provided.

Home Staff

Male and female staff locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for 40 male staff and 15 female staff.

Home Equipment

Equipment storage, plumbing and electrical rough-in for laundry equipment shall be provided.

Visitor Locker Room

Locker room including approximately 70 - 36"x36" lockers. Shower and toilet room; 20 shower heads, 4 water closets, 6 urinals, 6 lavatories and mirrors shall be provided.

Visitor Training Room

Taping, treatment, exam room and small hydrotherapy area for 2-3 stainless steel extremity tubs. Electrical and plumbing rough-in for training equipment and wet area for hydrotherapy to be provided.

Visitor Coaches

Male and female coaches' locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for approximately 35 male coaches and 5 female coaches.

A separate head coaches' locker, shower and toilet area with lounge area shall be provided.

Visitor Staff

Male and female staff locker rooms will be provided. Lockers, showers, water closets, urinals and lavatories shall be provided as appropriate for approximately 40 male staff and 15 female staff.

Visitor Equipment

Equipment storage, plumbing and electrical rough-in for laundry equipment shall be provided.

Officials / Chain Crew Lockers

Separate locker rooms shall be provided for male and female game officials and chain crew, with appropriate lockers, showers, water closets, urinals and lavatories.

Players' Family / Friends Waiting Room

Post-game waiting room with toilet facilities for men and women. Location to be in vicinity of home team locker room and player's entrance to stadium.

PLAYING FIELD

The field will be designed for professional football and shall consist of synthetic turf and natural grass applications. The field will be a smooth and level natural grass surface consisting of Sports Rated Kentucky Bluegrass turf, selected for adaptability to this region of New York, within the extents of the media line. The area including and beyond the media line, extending to the

perimeter track surface, shall be synthetic turf that is appropriate for use in a professional football stadium.

The field dimensions and specifications shall be compliant with National Football League (NFL) rules, including required HIC criteria. The specified turfgrass will be grown in a sandy soil compatible with the specified USGA sand based rootzone growing and drainage medium. The finished grade surface of the field will be laser graded to an even, flat surface with tolerances of one-quarter inch or less.

The perimeter of the playing field will consist of sand infilled synthetic turf laid over a shock attenuation pad. The synthetic turf apron will be designed to meet all NFL requirements for GMax and HIC, as well as FIFA requirements for vertical deformation, shock absorption, and rotational resistance.

All field markings within the synthetic turf apron are to be permanently applied, whether tufted in or inlaid. Expected markings include but are not limited to media lines and team areas per NFL rules and regulations.

The perimeter of the infilled synthetic turf area will be a concrete track with a permeable rubberized running track surface applied. Within the concrete, below the permeable track surfacing, will be a continuous channel drain will serve as the drainage mechanism for the track surface.

The natural grass surface will be placed upon a twelve-inch (12") depth amended, sand based rootzone mixture consisting of a blended 90% minimum silica sand and 10% maximum organic materials. The rootzone mixture will be tested and approved in conformance with the 2018 USGA testing protocol.

Field materials will be placed over an engineered subsurface drainage piping system designed to dewater the field according to local rainfall intensity data for a 100-year storm event. The sub-drainage piping system will consist of perforated dual-wall HDPE lateral piping and solid dual-wall collector piping residing within gravel filled trenches. The layout of the playing field sub-drainage system shall accommodate the incorporation of subsurface aeration according to the selected aeration manufacturer's specifications.

The natural turf surface of the field will be irrigated with a high-efficiency, fully automatic irrigation system utilizing rubber capped, gear driven rotor heads with stainless steel risers, spaced on 50'-55' centers. Rotor heads prescribed to achieve 360-degree coverage shall utilize dual opposing nozzles for maximum efficiency of operation.

The facility will be provided with a rootzone piping hydronic system for playing field heat. This system shall be constructed in accordance with the 2020 State of New York Building Code, and all local amendments and provisions. The hydronic playing field heat system will provide the

stadium with the optimum method to condition the rootzone for grass growth and for holding offseason, on-field events.

The rootzone aeration system will be designed for a typical NFL stadium playing field in mind and will include a buried concrete air separation vault located within the Field Level Air Handler Room.

Two (2) NFL regulation football goal posts are to be installed, one at each end of the field, according to NFL rules and regulations. Each goal post is to be a collapsible, hinged gooseneck assembly with hydraulically dampened lowering function. The hinge is to be located at the intersection of the vertical assembly and the curved gooseneck. Goal posts are to be base plate mounted.

Each goal post will have an aluminum access frame placed atop the footing. Access frame plugs are to be provided for both in-use and out of use applications. Access frames are to be covered with synthetic turf. Footings are to be provided per goal post manufacturer specifications.

Goal posts padding will be provided for each goal post. Goal post padding will be 6-foot height single unit circular padding consisting of high-density polyurethane filler with a heavy-duty vinyl cover. Logos will be applied per owner direction.

MEDIA FACILITIES

Press facilities accommodating the news media shall be provided and appropriately located and oriented within the stadium for football. The Press, Media and Camera Facilities are provided to meet the current NFL broadcaster standards and to provide accommodations for the press comparable to recent NFL stadiums. Included are the Press Work Facilities, Field Level Facilities, Broadcast Facilities and Miscellaneous Media Facilities. TV sets will be in each of the media areas. Multiple areas shall be provided in press box to accommodate working press, broadcast media, team and league functions. Open-tray conduit for television cables shall be provided from all television camera and broadcasting booth locations to television van parking locations.

Working Press

Stations for approximately 200 writers shall be provided. This area shall contain built-in writing counter, seating, electrical and telephone outlets, sound system and closed circuit television. Coat racks and lockable book lockers for writers will be provided.

Network TV Booth

A booth with built-in counter and special acoustical treatment on walls and ceiling will be provided. Location will allow clear view of near end zone corners and sideline over standing, arms waving fans.

Booth will be constructed to reflect sightlines for talent as standing or seated on bar stool height

chairs. Fully operable windows will be required with no mullion. Booth will include a single fixture toilet room, accessible from within booth and a countertop running the width of the front window opening with a trough next to window.

National Television Broadcasting

Television camera platforms shall be located at 50 yard line, the 25 yard lines, each end zone and reverse angles as defined in the current NFL broadcasting guidelines. The broadcast media will be consulted regarding all aspects including booth, platforms, conduit, and electrical requirements.

Broadcasting

Multiple broadcasting booths suitable for TV or radio with built-in counters, special acoustical treatment on walls and ceiling, and operable sash.

Coaches

Spaces for home and visiting team coaches, approximately 15 seats each, shall contain built-in writing desks and telephone connections to player benches and operable sash.

Photographers

Open on the field side, a minimum of 7 spaces shall accommodate photographers. Counters shall be provided.

Instant Replay

Enclosed space for instant replay officials and equipment will be provided.

Scoreboard Control

This space shall be provided with built-in writing counters. All wiring, control panels, and other equipment required for operation of the scoreboard equipment and instant replay boards shall be included.

Public Address Announcer/Control

This space for announcer and assistants with built-in counter will contain all controls required for a public address system serving the entire stadium. Public address booth will have operable sash.

NFL Operations

Multiple booths suitable for the various game management operations required by the NFL will be provided with built-in counters, special acoustical treatment on walls and ceiling, and operable or non-operable sashes as specified.

Workroom

Space adjacent to the working areas will be provided for statisticians, document reproduction,

and fax equipment.

Press Lounge

For press personnel, this facility shall contain dining facilities seating approximately 50 persons and rough-in plumbing and electrical service for food and beverage service. Equipment and hook-up of same shall be provided under the concession contract. This space shall be adjacent to the working press area in the press box.

Equipment

Adequate space for sound system, telephone, electrical, and television equipment shall be provided.

Toilets

Toilet facilities for the press shall be provided for men and women, including attendant closet.

The Press Work Facilities include a multi-purpose space intended to flexibly accommodate the Press Work Room, Interviews, and Still Photographer Facilities. Toilet facilities are included within the Press Work Area. These facilities provide for the basic work requirements of the press before and after events. The general location will be on the field level, easily accessible to the event floor and both the Home team facilities and the Visiting team facilities.

Press Conference/Interview Room

The press conference/Interview rooms will have a sound system to reproduce TV and radio game broadcasts, press box announcements and the house PA program via ceiling speakers controlled by a wall-mounted volume control/selector panel. System to be set up to for automated mixing or can be overridden by a manual console at the rear of the room. Microphone jacks will be available for local speech reinforcement. The audio from the press conference will also be heard over the press-box speaker system upstairs for members of the media who choose to remain in the press-box area.

OPERATIONS FACILITIES

The stadium service facilities shall be located within the stadium as appropriate. Access by service vehicles shall be provided to facilities as required. These facilities shall relate to the freight / service elevators provided within the stadium.

Operations will need to be accommodating of local and regional public safety command and support, including associated technology and communication systems. The New Stadium will include necessary electronic surveillance and monitoring devices to support a security command center. Particular care will be given to consider support personnel capacities, contemporary health screening, and other protocols to ensure necessary space and accommodation.

Stadium Personnel Lockers

Adequate toilet, dressing, and uniform storage facilities for male and female stadium employees will be provided.

Auxiliary / Event Lockers

These facilities shall be used by multiple gameday personnel requiring dressing facilities. Lockers, showers and restroom facilities shall be provided. Some spaces shall be divisible by the use of operable partitions, connecting doors, or similar means, based on the needs of the using group.

Staff Check In / Briefing Rooms

Spaces shall be provided with tables, chairs, whiteboards and TV monitors to accommodate pregame check in and briefing of multiple game day operational groups.

Maintenance Shop

Enclosed facilities for general maintenance of the stadium. Heating, ventilating and general lighting shall be provided.

Maintenance Locker

Lockers plus toilet and shower facilities for male and female stadium maintenance personnel and field maintenance personnel. Finished space including heating, air conditioning and lighting shall be provided.

Field Maintenance Office

Office for field maintenance supervisor and staff to be provided. The space shall be enclosed, finished, heated, air conditioned, and lighted.

Field Maintenance Storage

Storage of equipment and materials required for maintenance of the playing field shall be provided. General lighting and security fence shall be provided. This area must be within the stadium and adjacent to the playing field.

Loading Dock

Truck docks with manual dock levelers and locks shall be provided at the entrance to the service area. The dock shall be adjacent to the concession and maintenance facilities, and adjacent to freight elevators.

Loading dock, trash handling, and environmental waste management handling will promote current and future sustainability best practices with sufficient separation for discreet activities (i.e., trash, food delivery, material storage, recycling).

TECHNOLOGY SYSTEMS

Sound Systems

Sound systems throughout the stadium break down into the following major areas: Seating Bowl, Concourses and Restrooms, Entry Plazas, Entrance Areas and Playing Field Area.

Seating Bowl Loudspeakers

A distributed loudspeaker system with speaker arrays at the canopy providing sound to the majority of seats will be designed to address the Bills request and desire for best-in-class stadium sound. This will require subwoofers and focused speaker arrays at the front of the canopy to provide powerful sound with clear voice announcements and musical fidelity. Areas that are acoustically shadowed from the main speaker arrays will have supplemental sound provided by smaller distributed speakers installed at the overhanging decks.

On Field Sound

A Distributed loudspeaker system, as planned for this stadium, focuses sound on the spectator seats to maximize the acoustic impact for the audience and prevent sound from interfering with the competition on the field. The sound the players hear from these speakers will be lower in level and less focused than what the spectators hear.

The recommendation for player warm-up and practice speakers is to use portable speaker systems down on field level. The portable system will have local inputs and controls to allow the team to plug in and control the speakers without requiring stadium sound system management. The portable system will also have interconnections to the stadium for events when the production staff in the control room need to control the sound going to the portable speaker systems.

Club, Bars and Restaurant Areas

Each club and restaurant area will each have a dedicated sound system with a local control panel, which allows the local operator to select from the different programs available, including the remote PA, and broadcast feeds plus the press box announcer. In addition, each area has the ability to connect local microphones for live announcements or presentations. Inputs will also be available for the connection of local music that the operators may choose to use, such as CD players, radios, or satellite delivered music programming (if satellite service has been purchased by the team).

It is assumed that the Club AV systems are designed to allow the spaces to function as meeting or conference spaces. The ability to accommodate AV needs for various event types and configurations without the need for portable equipment or cabling is required.

Private Suite Audiovisual System

Dedicated speakers linked to the seating bowl's sound system will serve exterior suite seating. These speakers will always play the same program as the rest of the seating bowl speakers. The interior of the suites will provide sound via the interior speaker systems. Ceiling or wall mount speakers in each suite will connect to a simplified Sound Selector, remote control and audio can

be selected from options including Stadium PA, Event broadcast audio from the TV, Local Radio-play-by-play, Audio from the press-box announcer and Local input source (USB or Bluetooth)

Distributed TV Systems IPTV

This system will virtually serve all of the TV sets and video walls installed in the stadium including suites, offices, locker rooms, concourses, concessions, etc. To accommodate zoned advertising, television control, and overall system flexibility an IPTV system is proposed for the stadium. The system utilizes the building data network for transport of video and digital signage systems rather than the RF signal distribution of conventional “cable TV” systems.

Expected sources of system TV programming include A redistribution of the local cable or satellite provider’s television system’s signals, The Sunday Ticket provider and Local over-the- air broadcast stations.

Additionally, the following channels may be “added” to the cable television system: TV production from the broadcast truck; The Stadium Video and audio feeds, such as event broadcast video with event broadcast audio, event broadcast video with radio-play-by-play, event broadcast video with press-box announcer, In house video with stadium PA; Game in progress/stats information; Advertising programming/digital signage; Menu boards; and other promotional messages.

Network Broadcast Cabling

Infrastructure only to be included in the base building. It is anticipated that the infrastructure (broadcast boxes, conduit, racks and AC power) will be designed, specified and installed by the design team and project general contractor, with the cost of the cabling, plates and connectors and their installation reimbursed by the NFL broadcast rights holders. The networks and League reserve the right to review the design and cost of the cabling system prior to the award of an installation contract.

NFL Camera Locations

Field: Space will be provided between the back of the team area (at least 12 feet) and the field wall to allow camera trucks to pass through. Locations shall be provided on each of the 4 field walls, and depending on field access, a fifth or sixth location may be required to support the latest in Pylon Cameras.

Low End Zone: Two camera platforms in each end zone seating are required, which shall be inset into the seating risers. These should be between the numbers and the hash marks, and be outside the goal net. The platform elevation should be approximately 3 to 4 feet above the field level.

Main Follow: These cameras require three locations, with platforms at the 50-yard line and between the 20–25-yard lines. The outboard pair should have the capacity to be 15 feet wide to accommodate two broadcast cameras (pre-season and conference final level games) and one scoreboard camera. The 50-yard line position should be able to accommodate 6 cameras (30 feet wide).

Slash: These platforms should be at each corner of the Stadium, on a 45-degree angle to the near corner of the end zone, at the same elevation as the main follow cameras or slightly below.

Slash platforms should be 6 feet wide and 8 feet deep.

Reverse Angle: At the 50-yard line on the far side of the field from the press box at the same elevation as the main follow cameras, if possible. Platform should be 12 feet wide and 8 feet deep.

High End Zone: On the center line of the playing field, the platform shall be between 24 and 36 degrees to the back of the end zone, providing a view of the goal lines 4 to 6 feet above the cross bar. 12 feet by 6 feet platform at each end of the stadium is required.

Goal Line and Back Line Robotics: Camera cabling will be provided on both sides of the field to align with the goal and back lines for mounting network robotics or lock down cameras used for these locations.

Sideline Robotics: Camera cabling will be provided on both ends of the field to align with the sidelines for mounting network robotics or lock down cameras used for these locations.

Additional locations (manned, robotic or wireless) are commonly: Locker Room/tunnel walk positions; Interview room(s); Coaches Booths; In game host position; Blimp chaser; High Slash; Roof locations; Cross patched to In-house productions; NFL Observer or NFL Booth; Home information director; Visitor information director; and Enhanced audio.

TV Truck Parking – Network

The current regular season space requirement is dictated by the NFL Network broadcast which includes an on-site studio show and ESPN Monday Night Football broadcasts. The current complement of vehicles for the NFL Network broadcast is as follows. These vehicles (with the exception of the uplink) must be parked together and should be immediately adjacent to the cable termination racks and AC power connections.

- (6) double expanding
- Satellite uplink
- Double twin generator
- 12" x 60' office trailer

Overflow parking for TV trucks (conference championships,) previously requested by the networks to be as follows. The space for these vehicles should also allow them to be parked together. Permanent cabling infrastructure to the overflow location is not required, however a pathway for temporary cabling should be provided.

- (2) straight sided trucks
- (4) double expanding trucks
- (2) 45' long generator trucks
- (2) large, semi sized C-band satellite uplink trucks
- (5) office trailers
- EU/RF/Fiber truck TV Truck Parking – Local

Space for 2-4 10 x 32-foot mobile satellite/microwave vehicles for local TV news, CNN/SI, ESPN news, etc. Vehicles to have a clear view of local TV station microwave receive sites and southern sky, if possible.

TV Truck Parking – Satellite Uplink

Space, AC power and signal cabling connections, for two, 10 feet wide by 30 feet uplink trucks, with a view to the southern sky.

The Video Production System

The Video Production System is the “engine” that drives the LED Video Displays and provides video distribution to the spectator entertainment televisions deployed throughout the facility. It consists of game and field cameras, video production and routing switchers, slow-motion/instant replay, computers and monitoring and control equipment. Holistically this encompasses the video switchers, cameras, replay hardware and ties to the video/LED Scoring components and intercommunication (intercom) systems. Camera and fiber cabling dedicated to the Bills Production requirements is referenced in the broadcast and structured cabling portions of this narrative.

Technology Rooms (TR)

The Technology Room (TR) is a secure, easily accessible, and environmentally controlled space, housing the structured cabling system intermediate cross-connect and network active equipment with capacity to house the DAS, AV, Sound and Access Control equipment.

TRs will be thoughtfully placed for all portions of the stadium to be within a service area of a TR. The service area is defined as a cable length of not more than 295 feet (90m) from the TR patch panel to the work area outlet/IP device connecting hardware. This distance includes the cabling length within the room and any up/down cable paths across concourses, over ceilings, service loops etc. TR rooms sizes will vary based on placement and requirements.

Converged Network

The sheer size and complexity of a modern football stadium requires an ultra-reliable, standards-based communication system for most technologies. The stadium local area network design plan will utilize a common Ethernet-based Internet Protocol transport to communicate both to and from client machine to host machine. The industry describes this as a “converged network” because it converges multiple systems and technologies onto a common, standards-based Ethernet transport system.

Distributed Antenna Systems (DAS)

A Distributed Antenna System is a common radio distribution infrastructure designed to share antennas and accommodate a variety of frequency bands. The sheer size and complexity of a modern football stadium requires an ultra-reliable, high-bandwidth, standards-based cellular communication system for fan use as well as other private applications. It is important to point out that two distributed antenna systems will be required in the new stadium as follows:

- One for commercial cellular carriers to distribute their licensed frequencies throughout the venue, parking lots and ancillary out-buildings.
- One for Emergency Responder Radio Communication System (ERRCS), often called the Public Safety DAS which is required by the National Fire Protection

Association, International Fire Code as well as state and local building codes. This DAS may also be used to transmit stadium owned 2-way radios.

High-Density Wi-Fi Network

The sheer size and complexity of a modern football stadium requires an ultra-reliable, high-bandwidth, standards-based wireless communication system for fan use as well as other private applications including ticket scanning, club food and beverage ordering, audio control, and administrative computing to name a few. The high-density Wi-Fi design plan is to utilize the stadium's wired Converged Network to communicate with Wi-Fi access points and wireless controllers and then to either on-site resources or out to the internet.

Telephony

The sheer size and complexity of a modern football stadium requires an ultra-reliable, standards-based telephony system to serve the needs of the team and the calling public. The telephone system design will utilize a common Ethernet-based Internet Protocol transport (see Converged Network Narrative) as a means to communicate both within and outside the stadium.

Security Systems

Security systems are comprised of access control, video surveillance, audio-video intercommunication, and intrusion detection systems as well as physical security monitoring workstations.

Specific manufacturers and products implemented into the design will be based upon a number of factors, first and foremost being products that the team is currently successfully utilizing in existing spaces in their campus environment. Systems will provide the latest innovations in technology, and to permit overall integration and interoperability between the disparate physical security systems. Focus will be on providing current, future proof systems that also incorporate existing hardware and software that are in use across the team's campus.

EXHIBIT M**ACCESS AGREEMENT**

THIS ACCESS AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2023 (the “Effective Date”) by and between **COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “County”), and **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 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 [●]-acres of real property situated on the west side of Abbott Road in the Town of Orchard Park, New York, more particularly described on **Schedule A** attached hereto and made a part hereof (the “Property”), of which will be improved by the New Stadium Complex; and

WHEREAS, on or about the date hereof, the County, StadCo, and the Erie County Stadium Corporation (“ECSC”) entered into to that certain Stadium Development and Construction Coordinating Agreement with respect to the design, development and construction by StadCo of the New Stadium Complex and the demolition of the Current Stadium Complex (the “CCA”); and

WHEREAS, StadCo require access, on behalf of itself and its agents, employees, representatives, vendors and contractors (collectively, the “StadCo Consultants”) to the Property for the purposes of fulfilling its obligations under the CCA (the “Work”); and

WHEREAS, the County has agreed to provide a license to StadCo to allow StadCo to complete the Work; and

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:

1. **Defined Terms**. Capitalized terms used but not defined herein have the meanings attributed to such terms in the CCA.
2. **Grant of Access**. Commencing on the Effective Date and continuing until the earlier of (a) conveyance of the Property to ECSC, or (b) termination of the CCA, the County hereby grants to StadCo and to StadCo Consultants a revocable, non-exclusive license to access the Property for the purpose of performing the Work in accordance and in compliance with the CCA (the “License”).
3. **Costs and Expenses**. Costs and expenses with respect to the Property and the Work shall be apportioned and paid pursuant to the CCA. Any costs and expenses incurred with respect to the License but not contemplated by the CCA shall be the sole responsibility of StadCo.
4. **Site Restoration**. If this Agreement terminates due to termination of the CCA, the County may require StadCo to remove all improvements constructed on the Property at StadCo’s sole cost and expense to restore the Property to the condition it was in prior to the County’s granting of this License to

StadCo. If County requires such removal, County will deliver written notice to StadCo of such requirement within ten (10) days after termination of the CCA. Upon delivery of such notice, the License shall continue until StadCo complete such removal requirements.

5. Insurance and Indemnification. During the term of this Agreement, StadCo and StadCo Consultants will maintain the insurance required by the CCA. StadCo agree to indemnify, defend, and hold harmless the County and ECSC from all Losses arising out of this License pursuant to the terms of the CCA.

6. Notice. All notices pertaining to this Agreement shall be in writing and shall be sent to the County and StadCo as provided in the CCA.

7. Governing Law. 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.

8. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, even where such executed counterpart is delivered via facsimile or PDF, but all of which together shall constitute one and the same instrument.

9. Modification. This Agreement may not be modified, except by written agreement signed and duly authorized by StadCo and the County.

10. Entire Agreement. This Agreement represents the entire agreement of the County and StadCo with respect to the License, and no prior oral or written representation shall serve to modify or amend this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

COUNTY:

COUNTY OF ERIE

By: _____

Name:

Title:

STADCO:

BILLS STADIUM AND EVENTS COMPANY,
LLC

By: _____

Name:

Title:

SCHEDULE A¹

Property

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 868.96 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;

¹ Subject to revision upon receipt of updated survey.

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;

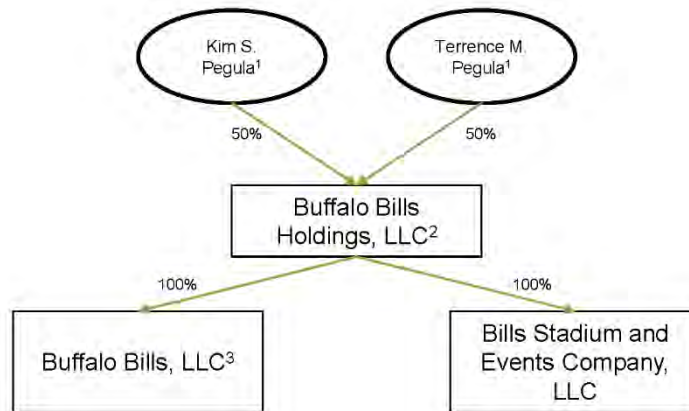
THENCE: N-86°-34'-07"-E, along the north line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585, a distance of 874.78 feet to the POINT OF BEGINNING containing 40.97 acres be the same more or less.

Subject to a 180' wide radio tower fall zone.

EXHIBIT N

STRUCTURE CHART OF STADCO

StadCo Structure Chart



1. Buffalo Bills Holdings, LLC is ultimately owned by Kim S. Pegula and Terrence M. Pegula, directly as individuals and indirectly through trusts and a limited liability company.
2. On May 27, 2022, the NFL approved the formation of Buffalo Bills Stadium and Events Company, LLC and Buffalo Bills Holdings, LLC, and the reorganization of Buffalo Bills, LLC, resulting in the ownership and controlling interests as set forth herein.
3. Buffalo Bills, LLC wholly owns the "Buffalo Bills" professional football team.

EXHIBIT O

PSL MARKETING AGREEMENT

EXECUTION VERSION

PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

BY AND BETWEEN

ERIE COUNTY STADIUM CORPORATION

AND

BILLS STADIUM AND EVENTS COMPANY, LLC

DATED AS OF [_____]

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SCHEDULES AND EXHIBITS

- SCHEDULE 1— DEFINITIONS AND RULES AS TO USAGE
- EXHIBIT A — INSURANCE COVERAGE REQUIREMENTS

PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

This PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT (this "Agreement") is made as of the ___ day of _____ 2023, by and between the 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 ("ESD"), a public benefit corporation ("ECSC"), and Bills Stadium and Events Company, LLC, a Delaware limited liability company ("StadCo").

RECITALS

A. **WHEREAS**, Buffalo Bills, LLC, a Delaware limited liability company (the "Bills") owns the National Football League (together with any successor or assignee thereof, the "NFL") member club currently known as the Buffalo Bills (the "Team").

B. **WHEREAS**, ECSC and the State of New York (the "State"), finding that the expenditure of public money for the acquisition, construction, lease, improvement, equipping, operation and maintenance, financing, and long-term use of a multi-purpose stadium and related infrastructure (the "Stadium") as a venue for hosting the Team's home games in Orchard Park, New York, and a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, authorized the construction of the Stadium in Erie County, New York (the "County").

C. **WHEREAS**, the State and the County legislature provided for the public financing of the Stadium, in conjunction with contributions by the Bills and certain other private contributions, and for tax-exempt ownership of such Stadium by ECSC.

D. **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, the "MOU") setting forth in principle certain actions to be undertaken by each of the Parties to enable the financing, design and construction of the Stadium and related amenities (the "New Stadium Complex").

E. **WHEREAS**, in furtherance of the MOU, concurrently with this Agreement, (i) ECSC, the County and StadCo, an Affiliate of the Bills, are entering into that certain Stadium Development and Construction Coordinating Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "CCA") pursuant to which the Stadium, to be owned by ECSC, is to be constructed in the County, and (ii) ECSC and StadCo are entering into that certain Stadium Lease dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Stadium Lease") concerning the long-term use of the New Stadium Complex.

F. **WHEREAS**, due to its ownership of the New Stadium Complex (as defined in the CCA), ECSC is the sole owner of the right to sell personal seat licenses (each, a "PSL" and collectively, "PSLs") with respect to seating in the Stadium for pre-season games, regular season games and post-season games played by the Team in the Stadium (excluding the Super Bowl) (collectively, "Team Games") and other events such as concerts or civic events (together with

Team Games “Stadium Events”). Pursuant to the terms of the MOU, ECSC enters into this Agreement to retain StadCo to act as ECSC’s agent to market and sell PSLs on behalf of ECSC, and to use the net proceeds from the sale of PSLs as a component of the financing for the payment of the project costs for the construction of the New Stadium Complex (as defined in the CCA). The Parties intend and understand that, as further provided in Section 6.1 of this Agreement, this is a limited agency right for purposes of funding expenses associated with the construction of the New Stadium Complex in accordance with the terms contained in the CCA, and any costs or expenses associated with the PSL program shall be funded from the proceeds of sales of PSLs to PSL Licensees (as defined herein), and pursuant to the terms of the MOU, ECSC is entering into this Agreement to retain StadCo to act as ECSC’s agent in marketing and selling PSLs to PSL Licensees.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, ECSC and StadCo covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1 to this Agreement, except where otherwise stated.

ARTICLE II APPOINTMENT OF AGENT; SCOPE OF SERVICES

Section 2.1 Appointment of StadCo as PSL Agent. Subject to the terms of this Agreement, during the Sales Term (as defined herein) ECSC hereby appoints StadCo to serve, and StadCo shall act as, ECSC’s exclusive agent (in such capacity, the “PSL Agent”), with the right to appoint subagents pursuant to the terms hereof (each, a “Subagent”), for the marketing of, solicitation of orders for, and sales of, PSLs and the execution and delivery of PSL Sales Agreements on the forms approved by ECSC as provided in Section 2.4 of this Agreement and any related PSLs. The PSLs will be sold with respect to seating in the Stadium for Stadium Events. The PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, all of the PSLs, *provided* however, that in no event shall PSL Agent’s inability to sell all of the PSLs release or relieve PSL Agent from any of its obligations or liabilities under the CCA. In the event that a PSL shall terminate due to a default by the PSL Licensee under the applicable PSL Sales Agreement, the PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, a new PSL with respect to the applicable PSL seat (each such new PSL, a “Replacement PSL”).

Section 2.2 Efforts: Marketing Plan. During the Sales Term, the PSL Agent shall market, solicit orders for, and sell PSLs in accordance with the Marketing Plan. In particular, the PSL Agent shall be responsible for the following:

(a) the PSL Agent shall or shall cause its Subagent to, on an annual basis on or before January 1st of the relevant year, develop a plan for the marketing and promotion of PSLs for each calendar year during the Sales Term (each, a “Marketing Plan”); *provided* that, with

respect to the first calendar year (or any remaining portion thereof) of the Sales Term, the PSL Agent shall develop a Marketing Plan within ninety (90) days after the Effective Date. The ECSC shall review, comment on, and approve each Marketing Plan, in its reasonable discretion, in a timely manner; and

(b) the PSL Agent shall or shall cause its Subagent to establish a marketing and sales center, for use with respect to the PSL Agent's obligations under this Agreement at such location as may be determined by the PSL Agent (the "Sales Center").

Neither StadCo nor the PSL Agent nor any Subagent nor the Team shall make any promises or commitments on behalf of ECSC or act in any way that suggests it has the authority to bind ECSC, except in its limited capacity as PSL Agent, subject to the terms of this Agreement. Subject to the limitations provided for in Section 6.1 of this Agreement, the PSL Revenues shall be used to pay or reimburse PSL Agent for all of the costs and expenses incurred in connection with the marketing of, solicitation of orders for, and sales of PSLs, and the execution and delivery of PSL Sales Agreements and any related PSLs, in each case as PSL Costs to the extent such are included in the PSL Budget, including costs and expenses relating to the preparation of each Marketing Plan and to the establishment, maintenance, and operation of the Sales Center.

Section 2.3 Provision of Technical and Professional Services. The PSL Agent shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise to satisfactorily complete the work required under this Agreement at no risk to ECSC.

Section 2.4 PSL Sales Agreements. The PSL Agent shall develop standardized forms of contracts for the sale of PSLs (such contracts, the "PSL Sales Agreements"), which forms of contract shall be subject to the approval of ECSC in its reasonable discretion. Each PSL Sales Agreement shall provide, among other things, (A) that any PSL related to such PSL Sales Agreement does not grant or provide the PSL Licensee with any property right, nor does it grant or provide any ownership or other equity interest in the New Stadium Complex, (B) for a release and indemnification of ECSC, ESD, the County and their directors, officers, employees, and agents from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage occurring in or upon the Stadium or related ECSC property in connection with the PSL Licensee's use of any applicable PSL, (C) that the PSL Agent or a Subagent executes and delivers such PSL Sales Agreement on behalf of ECSC as agent (and not as principal) of ECSC, but only if such executed PSL Sales Agreement is in the form approved by ECSC, (D) that the interest of ECSC in such PSL Sales Agreement and revenues associated therewith may from time to time be sold, transferred or otherwise assigned (whether outright or for collateral purposes) to one or more third-parties, (E) that the rights under any applicable PSL will not extend beyond the expiration or earlier termination of the Stadium Lease, as the same may be renewed and/or extended pursuant to the terms thereof, (F) that the PSL Agent and not ECSC, will be responsible for processing all refunds due to any PSL Licensee, and (G) that ECSC and ESD will not be liable for monetary damages thereunder for any reason, including an actual or alleged nonperformance by any Person, including ECSC and ESD. Upon request of ECSC, the PSL Agent shall provide to ECSC certification that (1) such PSL Sales Agreement was executed by a duly authorized officer, employee or other individual on behalf of the PSL Agent or Subagent, as agent for ECSC, and (2) the PSL Agent has

complied in all respects with Applicable Law in the performance of its obligations under this Agreement.

The PSL Agent shall timely and fully perform and comply with all material provisions, covenants, and other promises required to be observed by it under the PSL Sales Agreements in accordance with commercially reasonable standards. The PSL Agent shall not extend, amend, forgive, discharge, compromise, cancel or otherwise modify the terms of any PSL Sales Agreement without the prior written consent of ECSC, with such consent not to be unreasonably withheld, conditioned, or delayed.

The PSL Agent shall maintain and implement administrative and operating procedures (including an ability to recreate records evidencing PSL Sales Agreements in the event of the destruction of the originals thereof), and keep and maintain all documents, books, computer tapes, disks, records, and other information reasonably necessary or advisable for the collection of all PSL Revenues (including records adequate to permit the daily identification of each PSL Revenue and all collections with respect to each PSL Revenue). The PSL Agent shall give prompt notice of any material change in its administrative and operating procedures referred to in the previous sentence to ECSC.

The PSL Agent shall deliver to ECSC periodic reports setting forth the following: (i) the PSLs sold, (ii) a forecast for the PSLs to be sold, (iii) the amount of gross proceeds from sales of the PSLs collected, (iv) the aggregate PSL Costs and Commissions, (v) the amount of net proceeds from sales of the PSLs collected, (vi) a copy of all executed PSL Sales Agreements, (vii) a variance report, and (viii) any information, documents, records or reports with respect to PSL Revenues and the PSL Sales Agreements that ECSC shall reasonably require. The PSL Agent shall also prepare a comprehensive annual financial report relating to the PSL Sales Agreements and the PSL Revenues, which report shall be delivered to ECSC, within one hundred eighty (180) days after the end of the PSL Agent's fiscal year. The PSL Agent shall prepare quarterly revenue and expense statements relating to the PSL Sales Agreements and the PSL Revenues, which statements shall be delivered to ECSC, within sixty (60) days after the end of each calendar quarter.

Section 2.5 Marketing Materials. The PSL Agent shall develop marketing materials for distribution to potential PSL Licensees ("Marketing Materials"). All Marketing Materials shall be submitted by the PSL Agent to ECSC for review, comment, and approval before use, which review, comment, and approval shall be accomplished by ECSC in a timely manner. The ECSC hereby grants to the PSL Agent the exclusive right, during the Sales Term, to use the Marketing Materials and ECSC Marks in connection with its marketing and sale of the PSLs and in accordance with this Agreement.

Section 2.6 Standard of Performance. The PSL Agent and each Subagent will perform all services under this Agreement in accordance with Applicable Law. As further provided in Article VII, the PSL Agent has the right to utilize any Subagent(s) to carry out the functions and obligations of the PSL Agent under this Agreement (subject to the provisions of Article VII regarding the responsibility of the PSL Agent for its Subagents), including the matters referred to in Article IV, and all such Subagents shall comply with all applicable terms and conditions of this Agreement and the use thereof by the PSL Agent shall not release the PSL Agent from any obligations under this Agreement.

Section 2.7 Representations and Warranties. The PSL Agent makes the following representations and warranties as of the Effective Date:

(a) Organization and Good Standing. The PSL Agent is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has the organizational power and authority to execute, deliver, and perform its obligations under this Agreement and, in all material respects, to own its property and conduct its business as such properties are presently owned and as such business is presently conducted (including, without limitation, in the State).

(b) Due Qualification. The PSL Agent is validly existing, is duly qualified to do business, is in good standing and has obtained all necessary licenses and approvals in each jurisdiction in which the failure to so qualify or to obtain such license or approval would be reasonably likely to have a material adverse effect.

(c) Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by the PSL Agent by all necessary organizational action on the part of the PSL Agent.

(d) Binding Obligation. This Agreement has been duly executed and delivered by the PSL Agent and constitutes a legal, valid, and binding obligation of the PSL Agent enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditor's rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in law or at equity).

(e) No Violation. To the PSL Agent's knowledge with respect to matters in this clause (e) that relate to ECSC, the consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not in any material way conflict with, result in any material breach by the PSL Agent or ECSC, respectively, of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a material default by the PSL Agent or ECSC, respectively, under any indenture, agreement or other instrument to which the PSL Agent or ECSC, respectively, is a party or by which it shall be bound; nor violate, to the PSL Agent's knowledge, any law, order, rule or regulation applicable to the PSL Agent or ECSC, respectively, of any court or of any federal or state regulatory body, administrative agency or other federal or state instrumentality having jurisdiction over the PSL Agent or ECSC, respectively, that would reasonably be expected to have a material adverse effect.

(f) No Proceedings. There are no material proceedings or investigations pending or, to the PSL Agent's knowledge, threatened against the PSL Agent or ECSC, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the PSL Agent or ECSC: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement.

(g) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement, except for those which have been obtained and are in full force and effect.

(h) Material Adverse Effect. No event has occurred that alone or together with other events could reasonably be expected to have a material adverse effect on the applicable party. The PSL Agent has no knowledge of any judgment, tax or statutory lien filings against the PSL Agent or ECSC which would reasonably be expected to have a material adverse effect.

(i) Bulk Sales/Consumer Laws. The PSL Sales Agreements and the offering of the PSLs to potential PSL Licensees complies with the consumer laws of the jurisdictions in which they are offered.

(j) PSL Revenues. The PSL Agent has no knowledge of any fact that would cause it or should have caused it to expect any payments on the PSL Revenues not to be paid in full when due.

Section 2.8 StadCo Acknowledgments. StadCo acknowledges that the proceeds from the sale of PSLs shall be collected solely for the account and benefit of ECSC and shall be unequivocally dedicated to Project Costs (as defined in the CCA). Such proceeds shall not be collected for the benefit of StadCo or the Bills, nor shall they be treated for any purpose as such, nor shall they be used to defray or otherwise satisfy any obligation of StadCo to ECSC. StadCo also acknowledges that the Stadium Lease will require that StadCo honor the rights of the holders of PSLs validly issued by ECSC during the term of such PSLs, including a requirement that StadCo cause the Bills to offer season tickets to the holders of valid PSLs, as will be more particularly provided in the PSLs and in the Stadium Lease.

Section 2.9 Team License. StadCo shall cause the Bills to enter into a license agreement with any Subagent(s), pursuant to which the Bills will authorize such Subagent(s), at no cost to the Subagent(s) and on such other terms and conditions as determined by the Bills (including provisions regarding confidentiality and protection of trade secrets), to utilize in connection with the marketing and sales of PSLs (i) a list of the Bills' current season ticket holders and the wait list of potential season ticket holders to allow such Subagent(s) to promote the sale of PSLs to those individuals consistent with the Marketing Plan, and (ii) certain of the Bills' logos, designs, trademarks, trade names, and service marks.

ARTICLE III TERM OF AGREEMENT; TERMINATION

Section 3.1 Term of Agreement. This Agreement, and the rights and obligations established thereby, is effective as of the date hereof (the "Effective Date") and expires on the earlier to occur of (i) the Stadium Lease Expiration Date (as defined in the Stadium Lease), or (ii) December 31 of the calendar year during which the tenth (10th) anniversary of the date on which the first Team Game is played at the Stadium, unless in either case this Agreement is terminated as set forth herein (the "Sales Term"). Promptly following the completion of the Sales Term, the

PSL Agent shall submit to ECSC a final report on the PSL sales program, including the information set forth in Section 4.1 and such other information as ECSC may reasonably request.

Section 3.2 Basis for Termination. This Agreement may be terminated at any time during the Sales Term:

- (a) upon the mutual written agreement of the Parties;
- (b) automatically upon the termination of the Stadium Lease; or
- (c) by ECSC, upon (i) the adjudication of StadCo as bankrupt, or StadCo suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, (ii) making a general assignment for the benefit of creditors or filing of a voluntary bankruptcy petition, (iii) suffering the filing of an involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate or (iv) the material breach of this Agreement by StadCo, which failure is not cured within thirty (30) days after StadCo receives notice of such breach from ECSC.

Section 3.3 Effect of Termination.

(a) Upon any termination or expiration of this Agreement, for whatever reason, then, in any such case, all of StadCo's (and the PSL Agent's) rights hereunder regarding the PSLs and the use of ECSC Marks, Architectural Images and the Marketing Materials shall automatically terminate and automatically revert to ECSC, effective as of such time, and StadCo and the PSL Agent shall have no further rights thereto under the terms of this Agreement.

(b) The termination or expiration of this Agreement shall not release or relieve any Party from any obligations or liabilities incurred prior to or as a result of such termination or expiration, including either Party's obligations or liabilities under the CCA.

(c) Upon any termination or expiration of this Agreement, the PSL Agent shall provide to ECSC a copy of all PSL Sales Agreements that have not already been delivered to ECSC.

(d) Notwithstanding any termination or expiration of this Agreement, the provisions of Article VI (to the extent amounts are due), Article VIII, Article XI, Article XIII, Article XIV, and Article XVI and Sections 2.7, 3.3 and 4.2, shall survive any such termination or expiration of this Agreement.

ARTICLE IV PSL PROCEEDS

Section 4.1 Payments. During the Sales Term, the PSL Agent is authorized to enter into PSL Sales Agreements with PSL Licensees on behalf of ECSC so long as such PSL Sales Agreements are in the form approved by ECSC pursuant to the terms of Section 2.4 hereof, and to process payments in connection therewith. The PSL Agent shall deposit all PSL Revenues, minus the PSL Costs permitted to be retained by the PSL Agent pursuant to this Agreement, to the Project

Account (as defined in the CCA) or such other deposit account as the PSL Agent and ECSC may direct or establish, but in no event shall such account be owned by or be for the benefit of the PSL Agent or StadCo. All PSL Revenues are unequivocally dedicated to Project Costs (as defined in the CCA).

Section 4.2 No Liens. The PSL Agent shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon (or grant the right to file any financing statement against), or with respect to, any payments due under the PSL Sales Agreements, or assign any right to receive income in respect thereof, except as expressly allowed herein.

ARTICLE V BUDGET

Section 5.1 PSL Budget. Following the Effective Date of this Agreement, the PSL Agent shall promptly prepare a budget, on an annual basis on or before March 1 of the relevant year, for the costs and expenses incurred to perform the marketing and promotion of PSLs for each year hereunder (“PSL Budget”) identifying projected costs associated with the PSL Agent’s performance of services under this Agreement and provide a copy of each PSL Budget to ECSC. The PSL Agent shall be permitted to reimburse itself and its Subagents for all the costs and expenses incurred in connection with any revenues associated with the sale of PSLs, and subject to the limitations provided for in Section 6.1, reimburse itself and its Subagents for all of the costs and expenses incurred in connection with preparing the PSL Budget. PSL Budget costs and expenses shall include salaries of dedicated personnel who are performing services under this Agreement, including ECSC staff or contractors who are performing services related to PSLs (to the extent costs and expenses of such staff or contractors can be properly segregated and allocated to the activities of ECSC related to PSL sales and costs of feasibility studies, an equitable share of the costs and expenses of the Sales Center, preparation of Marketing Plans and PSL Budgets, creation of Marketing Materials, all other fees, costs, and expenses related to PSLs, and other items identified in the PSL Budget). Only the costs and expenses incurred by the PSL Agent or ECSC with respect to PSL sales shall be (i) included in the PSL Budget and (ii) as incurred, reimbursable as PSL costs and expenses to the extent included in the PSL Budget (“PSL Costs”), pursuant to, and subject in any event to the limitations provided for in Section 6.1. The PSL Budget shall be updated from time to time as circumstances warrant.

ARTICLE VI COMPENSATION AND PAYMENT

Section 6.1 Cost Reimbursement. The PSL Agent shall be permitted to reimburse itself and its Subagents for all the costs and expenses incurred in connection with any revenues associated with the sale of PSLs, and the PSL Agent shall be solely responsible for reimbursing any Subagent for the PSL Costs incurred consistent with the PSL Budget throughout the Sales Term (including the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1 and 14.1). The PSL Agent shall compile and submit to ECSC copies of all requisite receipts and other documentation reasonably required to verify PSL Costs incurred by the PSL Agent or its Subagents in performing services under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of ECSC under this Section 6.1 and Section 6.2 and for all PSL

Costs in this Agreement (including, the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1, and 14.1) shall be payable solely from, and the source of payments of such obligations shall in any event be limited to, the aggregate of the applicable amounts paid by the PSL Licensees under the PSL Sales Agreements constituting proceeds of sales (in addition to any interest charges (if any)) to such PSL Licensees of PSLs to the extent and only to the extent, such amounts and proceeds are received by the PSL Agent (either directly or to the Project Account or such other deposit account as the PSL Agent and ECSC may direct or establish), and, as applicable, in the case of the proceeds of such sales of the rights to receive PSL Revenues under such PSL Sales Agreements. The ECSC shall have no liability for any PSL Costs hereunder.

Section 6.2 Compensation. In addition to reimbursement of the PSL Costs incurred by the PSL Agent and/or its Subagents pursuant to Section 6.1 above, the PSL Agent and/or the PSL Agent's Subagent(s), as applicable, will receive commissions for sales of PSLs sold by the PSL Agent or its Subagent(s) (the "Commissions"), as determined pursuant to this Section 6.2. Payment of Commissions earned hereunder shall be based on the attainment of certain performance benchmarks by the PSL Agent and/or its Subagent(s). Prior to the commencement of PSL sales, the PSL Agent shall enter into appropriate agreements with each Subagent which establish performance benchmarks on which to base the payment of all or a portion of the Commissions to be received by such Subagent. Such performance benchmarks shall take into account the applicable PSL pricing structure, prepayments and other factors and may be subject to adjustment from time to time.

Any performance benchmarks applicable to Commissions payable to the PSL Agent and any Subagent shall be subject to review and approval by ECSC in its reasonable discretion. The duties of ECSC under this Section 6.2 shall be subject to the limitations provided for in Section 6.1.

ARTICLE VII ASSIGNMENT AND SUBCONTRACTING OF AGREEMENT

Section 7.1 StadCo. StadCo may not assign, transfer or otherwise dispose of or encumber any of its rights or duties hereunder without the prior written Consent of ECSC in its sole discretion; provided, however that nothing in this Agreement shall prevent the PSL Agent from utilizing the services of such Subagents as it deems reasonably appropriate to perform its obligations under this Agreement; provided, further that the PSL Agent shall require its Subagents to comply with all applicable terms and conditions of this Agreement in providing such services; and provided, further that ECSC agrees that this Agreement may be assigned by StadCo without the Consent of ECSC as permitted in Sections 6.3 and 13.1 of the Stadium Lease. StadCo shall be wholly responsible for the acts and omissions of the PSL Agent and any Subagents, and use of the PSL Agent and such Subagents shall not relieve StadCo of any of its obligations under this Agreement. In each such case of an assignment permitted under this Agreement, StadCo shall furnish the executed assignment and assumption agreement for such transaction to ECSC, and the assignee therein shall, from and after the effectiveness of such assignment and assumption agreement, be a party to this Agreement as successor to StadCo and StadCo shall, to the extent so assigned and assumed, be released from its obligations under this Agreement relating to periods after such assignment.

Section 7.2 ECSC. ECSC may not assign or transfer any of its rights or duties hereunder except to an assignee who assumes all rights and duties set forth in the Stadium Lease, pursuant to the terms and conditions of the Stadium Lease. Notwithstanding the foregoing, the rights and duties of ECSC under this Agreement (including any determinations made or actions taken on behalf of ECSC by its agent(s) and representative(s) pursuant to Section 2.6 above) shall inure to the benefit of and be binding upon any successor to ECSC without any further action or approval by StadCo.

ARTICLE VIII CONFIDENTIALITY

Section 8.1 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, contract pricing or other information developed or received by or for StadCo or ECSC related to the sale of the PSLs (other than Marketing Materials) and all other written information submitted to StadCo in connection with the performance of this Agreement shall be held as confidential information to the extent permitted by Applicable Law, including laws of privacy and trade secrets, and shall not be used for any purposes other than the performance of the obligations of the Parties under this Agreement (or as required by the NFL), nor be disclosed to any Party not associated with performance and consummation of such obligations unless required by Applicable Law, or the information that would otherwise be deemed confidential has otherwise (i) been previously publicly disclosed, without the benefit of an agreement of confidentiality, by the disclosing Person, (ii) become public knowledge without the breach of the receiving Party hereunder, (iii) been independently developed by the receiving Party without use of the other Party's confidential information, or (iv) is subject to disclosure by ECSC pursuant to Applicable Law including but not limited to Article 6 of the New York State Public Officers Law a/k/a, the Freedom of Information Law. The PSL Agent agrees to require its Subagents to comply with this provision.

ARTICLE IX USE OF ECSC MARKS AND ARCHITECTURAL IMAGES

Section 9.1 License of ECSC Marks and Architectural Images to PSL Agent. Subject to the terms and conditions of this Agreement, during the Sales Term, ECSC hereby grants to the PSL Agent, and the PSL Agent hereby accepts, an exclusive, nontransferable (subject to the terms of Section 7.1), royalty-free, sublicensable right to, subject at all times to ECSC's Consent (i) use ECSC Marks for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement, and (ii) use and exploit, including the right to reproduce, prepare derivative works, distribute, perform, display, and publish, the Architectural Images for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement. The ECSC shall not, and is not granting, any right or license herein to the PSL Agent for which it does not have the right to do so.

Section 9.2 Trademark Use Guidelines. The PSL Agent shall comply with all Applicable Law pertaining to the proper use and designation of Trademarks and with the Trademark Guidelines set forth from time to time by ECSC with respect to the appearance and manner of use of the Trademarks licensed by ECSC hereunder (the "Licensed Trademarks"),

which rules and practices are provided or otherwise made available to the PSL Agent in written or electronic form.

Section 9.3 Modification of Licensed Trademarks. The PSL Agent shall not be permitted to modify or alter the Licensed Trademarks without prior written approval of ECSC in its sole discretion. In using any Licensed Trademarks of ECSC, the PSL Agent shall indicate that such Licensed Trademarks are Licensed Trademarks of ECSC and shall cause to appear such legends, markings, and notices as may be reasonably requested by ECSC in order to give appropriate notice that such Licensed Trademarks are owned by ECSC and licensed hereunder. Any use of such Licensed Trademarks not specifically provided for by the Trademark Guidelines (including any uses not contemplated by the Trademark Guidelines, any uses in contravention of such rules and practices, and any clarifications of the Trademark Guidelines) shall be utilized by the PSL Agent only upon the prior written approval of ECSC in its sole discretion.

Section 9.4 Request for Licensed Trademark Usage Documentation. At ECSC's reasonable request, the PSL Agent agrees to furnish from time to time to ECSC for ECSC's inspection and judgment of quality and design, true, representative samples of any written or other graphic matter bearing any of the Licensed Trademarks. On written notification by ECSC, the PSL Agent shall promptly correct any use of such Licensed Trademarks that ECSC determines does not comply with the Trademark Guidelines and/or proper trademark usage as set forth herein or which, in the good faith opinion of ECSC, detracts from the goodwill and reputation of such Licensed Trademarks, contributes to such Licensed Trademarks losing trademark significance, or impairs ECSC's right to use such Licensed Trademarks. The ECSC cannot require the PSL Agent to modify previously approved uses or materials, except: (i) pursuant to changes in Applicable Law, as required by a court or other authority in a decision regarding the Licensed Trademarks, or as part of a settlement of a dispute involving the Licensed Trademarks, in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademark and the PSL Agent's costs in making changes necessary to comply with the change in Applicable Law shall form part of the PSL Budget (unless such work out period would violate Applicable Law, decision or settlement, in which case the PSL Agent shall modify such materials and the PSL Agent's costs in modifying such materials and in making changes necessary to comply with the change in Applicable Law, decision or settlement shall form part of the PSL Budget) and (ii) pursuant to changes in the Trademark Guidelines (other than as a result of a change in Applicable Law, decisions or settlements) in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademarks and the PSL Agent's costs in making changes necessary to comply with the new Trademark Guidelines shall form part of the PSL Budget.

Section 9.5 Confirmation of Licensorship. The PSL Agent acknowledges and agrees that all rights accruing from the use of ECSC Marks and Architectural Images, including any goodwill, inures to the benefit of ECSC and will be the exclusive property of ECSC. To the extent any right in or to any ECSC Marks or Architectural Images or in the goodwill associated therewith is deemed to accrue to the PSL Agent, including as a result of any joint development, the PSL Agent hereby assigns such right and goodwill to ECSC for no additional consideration, subject to all rights, obligations, and interests of the Parties set forth herein. At the request of ECSC, the PSL Agent will take all actions and execute and deliver all documents necessary or desirable to secure or preserve ECSC's right, title, and interest in and to ECSC Marks and Architectural Images.

Statements herein regarding the ownership of any ECSC Marks and Architectural Images or with respect to the right, title or interest in or to any ECSC Marks and Architectural Images are intended to allocate and confirm rights among the Parties and are not a representation or warranty with respect to any ECSC Marks and Architectural Images.

Section 9.6 Registrations; Notices; Enforcement. The registration, notice, and enforcement sections of the Stadium Lease applicable to ECSC Marks and Architectural Images shall apply to this Agreement, mutatis mutandis.

ARTICLE X SUBLICENSING

Section 10.1 Sublicensing. EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES IN WRITING, StadCo SHALL BE LIABLE FOR ALL ACTIONS OR INACTIONS OF EACH OF ITS SUBCONTRACTORS, SUBAGENTS, AND SUBLICENSEES HEREUNDER, INCLUDING THE PSL AGENT AND ANY SUBAGENTS. StadCo SHALL CAUSE EACH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE, INCLUDING THE PSL AGENT AND ANY SUBAGENTS, BEFORE SUCH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE HEREUNDER EXERCISES ANY SUBCONTRACT, SUBAGENT OR SUBLICENSE RIGHTS, TO EXECUTE A WRITTEN AGREEMENT AGREEING TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT APPLICABLE TO StadCo OR THE PSL AGENT, AS APPLICABLE. EACH SUCH SUBCONTRACT, SUBAGENT OR SUBLICENSE ARRANGEMENT SHALL SPECIFY THAT IT SHALL TERMINATE UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE TERMS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE XI RIGHT TO INSPECT RECORDS OF THE PSL AGENT

Section 11.1 Right to Inspect. The ECSC, through its authorized employees, representatives or agents, including any legislative auditor, shall have the right during the Sales Term and for three (3) years from the date of the termination or expiration of this Agreement, to audit the books and records of the PSL Agent (and any Subagent) relating to the revenues, costs, and expenses of the PSLs and the program associated therewith, in each case upon reasonable prior written notice, with such inspection to occur at a mutually convenient time and place. The PSL Agent agrees to maintain (and to cause all Subagents to maintain) books and records with respect to such PSL matters in accordance with generally accepted accounting principles. In the event any amounts with respect to proceeds of sales of the PSLs are found to be due and owing to ECSC under this Agreement by the PSL Agent, the PSL Agent shall promptly pay such amounts. All such materials and information received by ECSC hereunder shall be held as confidential to the extent provided in Article VIII.

**ARTICLE XII
NON-DISCRIMINATION**

Section 12.1 Employee Non-Discrimination. The PSL Agent shall not (and shall cause its Subagents not to) discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

Section 12.2 PSL Purchaser Non-Discrimination. Furthermore, the PSL Agent shall not (and shall cause its Subagents not to) discriminate against any prospective PSL Licensee because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

**ARTICLE XIII
INDEMNIFICATION**

Section 13.1 Indemnification and Payment of Damages by PSL Agent. To the fullest extent permitted by Applicable Law, StadCo hereby agrees to protect, defend, hold harmless, and indemnify each ECSC Indemnified Person from and against any and all Damages resulting from a Claim, excluding, however, Damages to the extent resulting from gross negligence or willful misconduct on the part of such ECSC Indemnified Person.

**ARTICLE XIV
INSURANCE**

Section 14.1 Insurance. During the Sales Term and for two (2) years thereafter (or for the longest term for which such insurance is available at a commercially reasonable rate), StadCo shall purchase and maintain, or cause to be purchased and maintained, in full force and effect insurance policies with respect to employees, subcontractors, and Subagents and vehicles assigned to the performance of services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit A hereto.

**ARTICLE XV
MISCELLANEOUS**

Section 15.1 Amendments. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by ECSC and the PSL Agent.

Section 15.2 Entire Agreement. This Agreement represents the entire agreement between ECSC and StadCo with respect to the subject matter set forth herein. Nothing in this Agreement is intended to supersede, modify or terminate any of the Stadium Agreements (as defined in the Stadium Lease). No other understanding, agreements, conversations or otherwise, with any representative of ECSC or StadCo prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement.

Section 15.3 No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal

counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 15.4 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under any Applicable Laws, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by any Applicable Laws.

Section 15.5 Relationship of Parties. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 15.6 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 15.7 Waiver. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 15.8 Notice of Matters. In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Party of the same in writing.

Section 15.9 Form of Notices; Addresses. All notices, requests, Consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section 15.9):

To PSL Agent:

Bills Stadium and Events Company, LLC

One Bills Drive
Orchard Park, New York 14127
Attention: Ron Raccuia
Telephone: (716) 648-1800

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

Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, California 90067
Attention: Scott Zolke
Telephone: (310) 282-2299

To ECSC: New York State Urban Development Corp. d/b/a Empire State
Development
Attn: General Counsel
633 Third Avenue, 37th Floor
New York, New York 10017

Each notice shall be deemed received upon the earlier of receipt or three (3) days after the date of deposit with the United States Postal Service if sent by certified mail as provided above, or one (1) Business Day after deposit with the overnight courier specifying “next Business Day” delivery, or upon the date delivery is made; *provided, however*, that any refusal to accept delivery shall be deemed to constitute receipt.

Section 15.10 Calculation of Time. Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 15.11 Headings. The headings of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

Section 15.12 Additional Documents and Approval. The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, ECSC shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization or illegality, or to cure any other defect that has been asserted or threatened. Without limitation of the other applicable provisions of this Agreement, whenever this Agreement provides for the approval or Consent by ECSC, such approval or Consent shall not be unreasonably withheld, conditioned or delayed.

Section 15.13 Governing Law; Venue. Subject to the terms and conditions of Article 20 of the Stadium Lease, each Party hereby consents to the jurisdiction of the courts of the State of New York sitting in Erie County and/or the United States District Court for the Western District of New York in any Proceeding (as defined in the Stadium Lease) arising under or relating to this Agreement (with Buffalo, New York, as the venue for any 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. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 15.8. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Agreement shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Agreement kept in a Party's course of business may be admitted into evidence as an original.

Section 15.14 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, successors, and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

Section 15.15 Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

Section 15.16 Conflicts of Interest. To prevent a conflict of interest, the Parties certify that to the best of their knowledge, no ECSC officer, employee or authorized representative has any financial interest in the business of StadCo and that no person associated with StadCo (or the Team) has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Dispute Resolution. The provisions of Section 20.1 of the Stadium Lease regarding dispute resolution shall apply to this Agreement, *mutatis mutandis*, with reference to this Agreement and the Parties (rather than the Stadium Lease and the parties thereto), such that controversies between the PSL Agent and ECSC regarding the construction or application of this Agreement, and Claims arising out of this Agreement or any breach of this Agreement, shall be subject to such dispute resolution provisions.

Section 16.2 Injunctive Relief; Specific Performance. The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to

ECSC or StadCo, as applicable, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement each Party (subject to Section 16.1) shall be entitled as a matter of right to seek injunctive relief or a decree of specific performance from any court of competent jurisdiction. The alleged breaching Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 16.3 Remedies Cumulative. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Notwithstanding the foregoing, or any other provision of this Agreement, ECSC shall not be liable for monetary damages under this Agreement for any reason, including any actual or alleged breach or nonperformance by any Person, including ECSC.

[SIGNATURE PAGE FOLLOWS]

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

ERIE COUNTY STADIUM CORPORATION

By: _____
Name:
Title:

BILLS STADIUM AND EVENTS COMPANY, LLC

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

[Signature Page to PSL Marketing and Sales Agreement]

SCHEDULE 1**DEFINITIONS AND RULES AS TO USAGE**

“Affiliate” of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. For purposes of this definition, the terms “controls,” “controlled by” or “under common control” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

“Agreement” shall have the meaning set forth in the Preamble, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Applicable Law” or “Applicable Laws” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements, and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person) and (ii) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement, including any bulk sales act and consumer laws of the jurisdictions in which they are offered.

“Architectural Images” means those certain images provided by StadCo and owned by ECSC in connection with the Marketing Materials.

“Bills” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Orchard Park, New York.

“CCA” shall have the meaning set forth in the Recitals.

“Claim” shall mean any claim, demand or dispute relating to this Agreement or any PSL Sales Agreement, including claims, demands or disputes (i) regarding the sale of PSLs, (ii) regarding the collection, fulfillment, and administrative costs incurred in connection with the sale of PSLs, (iii) related to refunds to be made under any individual PSL Sales Agreements, (iv) for any charge or cost imposed by any Governmental ECSC against ECSC with respect to the marketing and sale of PSLs, (v) resulting from a termination or discontinuation of the PSL program, unless such termination or discontinuation is caused by ECSC, (vi) resulting from any alleged violation of state or federal consumer finance laws committed by the PSL Agent or any Subagent in connection with the sale of PSLs, and (vii) any other acts or omissions of StadCo, the PSL Agent or any Subagent in carrying out their respective obligations under this Agreement or in connection with the sale of PSLs.

“Commissions” shall have the meaning set forth in Section 6.2.

“Consent” shall mean prior consent or approval of a Party in writing which shall not be unreasonably withheld, conditioned or delayed, as further provided in Section 2.7.

“County” shall have the meaning set forth in the Recitals.

“Damages” shall mean any loss, liability, damage, cost, and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether for money damages, or for equitable or declaratory relief, and may include incidental, consequential, exemplary, punitive, and similar Damages when asserted in connection with a third party Claim.

“ECSC” shall have the meaning set forth in the Preamble.

“ECSC Indemnified Persons” shall mean ECSC, ESD, the County and their elected officials, appointed officials, board members, volunteers, officers, employees, agents, and attorneys.

“ECSC Marks” means those ECSC marks, including Architectural Images, approved by ECSC for PSL Agent’s use as designated from time to time by ECSC. ECSC shall not include any ESD marks or State marks.

“Effective Date” shall have the meaning set forth in Section 3.1.

“ESD” shall have the meaning set forth in the Preamble.

“Governmental Authority” shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“Licensed Trademarks” shall have the meaning set forth in Section 9.3.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing).

“Marketing Materials” shall have the meaning set forth in Section 2.5.

“Marketing Plan” shall have the meaning set forth in Section 2.2(a).

“NFL” shall have the meaning set forth in the Recitals.

“StadCo” shall have the meaning set forth in the Preamble.

“Party” or “Parties” shall mean either or both of ECSC and StadCo, including in its capacity as the PSL Agent.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental ECSC or any other entity.

“PSL Agent” shall have the meaning set forth in Section 2.1.

“PSL Budget” shall have the meaning set forth in Section 5.1.

“PSL Costs” shall have the meaning set forth in Section 5.1.

“PSL Licensee” shall mean the licensee under a PSL, and such licensee’s guests utilizing the licensee’s PSL.

“PSL Revenues” shall mean revenues derived from the sales of PSLs.

“PSL Sales Agreements” shall have the meaning set forth in Section 2.4.

“PSLs” shall have the meaning set forth in the Recitals.

“Replacement PSL” shall have the meaning set forth in Section 2.1.

“Sales Center” shall have the meaning set forth in Section 2.2(b).

“Sales Term” shall have the meaning set forth in Section 3.1.

“Stadium” shall have the meaning set forth in the Recitals.

“Stadium Events” shall have the meaning set forth in the Recitals.

“Stadium Lease” shall have the meaning set forth in the Recitals.

“Subagent” shall have the meaning set forth in Section 2.1.

“Team IP” shall mean intellectual property rights of, or owned by (or licensed to) the Team, including copyrights, trademarks, service marks, trade dress, patents, and any other intellectual property rights.

“Team” shall have the meaning set forth in the Recitals.

“Team Games” shall have the meaning set forth in the Recitals.

“Trademark Guidelines” shall mean the Trademark Guidelines referred to in Section 9.3 as from time to time in effect.

“Trademarks” shall mean the trademarks and trademark rights of ECSC to which the license under Section 9.2 pertains.

RULES AS TO USAGE

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or Consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in The County of Erie, New York.
12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT A**INSURANCE COVERAGE REQUIREMENTS**

Pursuant to Section 14.1 of this Agreement, StadCo shall purchase and maintain at its own cost and expense the following insurance coverage:

(a) a commercial general liability insurance policy (“StadCo’s GL Policy”), written on an occurrence basis, naming StadCo as the named insured (with the effect that StadCo and its employees are covered), affording protection against liability arising out of personal injury, bodily injury and death or property damage and containing provisions for severability of interests. StadCo’s GL Policy shall be in such amount and with such policy limits so that (i) the limits are adequate to maintain StadCo’s Excess/Umbrella Policies without gaps in coverage between StadCo’s GL Policy and StadCo’s Excess/Umbrella Policies (but not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence), One Million and No/100 Dollars (\$1,000,000.00) personal and advertising injury, Two Million and No/100 Dollars (\$2,000,000.00) completed operations aggregate, Two Million and No/100 Dollars (\$2,000,000.00) general aggregate, and One Million and No/100 Dollars (\$1,000,000.00) fire legal liability; and (ii) the deductible or self-insured retention not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per occurrence;

(b) a business automobile liability insurance policy policies covering all vehicles, whether owned, non-owned and hired or borrowed vehicles, naming StadCo as the insured, affording protection against liability for bodily injury and death or for property damage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence or its equivalent and with a deductible or self-insured retention not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per accident;

(c) an excess or umbrella liability insurance policy or policies, written on an occurrence basis naming StadCo as the insured, in an amount not less than Fifty Million and No/100 Dollars (\$50,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death or property damage liability combined, such policies to be written on an excess basis above the underlying policies, including commercial general liability, business auto and employer’s liability, and following the form of such required underlying policies;

(d) a workers’ compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by Applicable Law, providing statutory coverage under the laws of the State of New York for all Persons employed by StadCo, and employers liability insurance policy, naming StadCo as the insured, affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit), and with each deductible or self-insured retention not exceeding One Million and No/100 Dollars (\$1,000,000.00) per accident, or such higher deductible as is commonly utilized by other NFL teams; and

(e) terrorism coverage, to the extent provided under TRIA or an extension thereof, shall be required for all insurance policies required in this agreement.

All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have a rating no lower than "A" by the most recent Best's Key Rating Guide or Best's Agency's Guide; provided that StadCo may utilize insurers with lower Best's Key Rating Guide or Best's Agency's Guide ratings with the prior written approval of ECSC.

Other than StadCo's Worker's Compensation/Employer's Liability Policy, all insurance policies required under this Agreement to be maintained by StadCo and its assignees, sublessees or its licensees shall name ECSC, the County, and any mortgagees, and their respective shareholders, members, owners, officers, directors, employees, representatives, and agents as additional insured, as applicable. The insurance afforded to additional insureds hereunder shall be primary insurance and, in the event the additional insureds maintain other insurance that is applicable to the loss, it will be on an excess or contingent basis.