

NON-RELOCATION AGREEMENT

By and among

THE COUNTY OF ERIE,

A New York municipal corporation,

ERIE COUNTY STADIUM CORPORATION,

A New York business corporation,

and

BUFFALO BILLS, LLC,

A Delaware limited liability company

March 29, 2023

TABLE OF CONTENTS

| | <u>Page</u> |
|------------------------------------------------------------------|-------------|
| 1. <u>Recitals and Definitions</u> | 3 |
| 2. <u>Games to be Played at Stadium</u> | 8 |
| 3. <u>Maintenance of the Team and the Franchise</u> | 9 |
| 4. <u>Transfer of Team or Franchise</u> | 10 |
| 5. <u>Specific Enforcement; Liquidated Damages</u> | 10 |
| 6. <u>All Remedies</u> | 14 |
| 7. <u>Termination of Agreement</u> | 14 |
| 8. <u>Irrevocable Nature</u> | 14 |
| 9. <u>Miscellaneous</u> | 14 |

NON-RELOCATION AGREEMENT

THIS NON-RELOCATION AGREEMENT (this “**Agreement**”) is entered into as of the 29th day of March, 2023, by and among **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), **BUFFALO BILLS, LLC**, a Delaware limited liability company having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “**Bills**”), and, solely with respect to Sections 4 and 5(a), **THE STATE OF NEW YORK** (the “**State**”). The County, ECSC, the State (solely with respect to Sections 4 and 5(a)) and the Bills are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, ECSC is the owner of an approximately 40.97 acre parcel of real property situated in the Town of Orchard Park, New York, which parcel shall be used for the development and construction of a new football stadium and related amenities (the “**Stadium Complex**”); and

WHEREAS, pursuant to its rights as a National Football League (“**NFL**”) franchisee, the Bills own the “Buffalo Bills” professional football team (the “**Team**”); and

WHEREAS, contemporaneously with the execution of this Agreement, (i) Bills Stadium and Events Company, LLC a Delaware limited liability company (“**StadCo**”), an Affiliate (as defined below) of the Bills by virtue of the common ownership of StadCo and the Bills by Buffalo Bills Holdings, LLC, a Delaware limited liability company (“**HoldCo**”) and ECSC have entered into, among other things, (a) a new stadium lease (the “**Stadium Lease**”) with respect to the Team’s use of the Stadium Complex to play its Games (as defined herein) and (b) an extension of the 2013 Stadium Lease, dated as of May 6, 2013 between the Bills and ECSC, for use by the Team for playing its Games in the current stadium in Orchard Park (the “**Current Stadium**”) until substantial completion of the Stadium Complex (the “**Extension Agreement**”), (ii) StadCo, the County and ECSC have entered into a Stadium Development and Construction Coordinating Agreement (the “**CCA**”) with respect to the construction and development of the Stadium Complex by StadCo, and (iii) StadCo, ECSC and the County have entered into a Community Benefits Agreement (the “**CBA**”) to document the commitments made by StadCo that will ensure the Stadium Complex will benefit not only the Team, but the local community, including the historically underserved communities within the County; and

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

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

WHEREAS, the State has benefited from the presence of the Team at the Current Stadium through, among other things, receipt of income taxes from employees of the Bills, increased tourism in Western New York and related revenues and national reputational impacts from the location of an NFL (as defined below) franchise in the region; and

WHEREAS, the Parties hereto desire that the Team continue to play its Games at the Current Stadium pursuant to the Extension Agreement; and

WHEREAS, the Parties hereto desire to develop, construct and lease the Stadium Complex for use by StadCo pursuant to the CAA, the CBA and Stadium Lease; and

WHEREAS, as a material inducement for ECSC to enter into the Stadium Lease, the County and ECSC to enter into the CCA and the CBA, and the County and State to provide financial and other support for the development of the Stadium Complex, HoldCo has caused the Bills to enter into this Agreement upon the terms and conditions as set forth herein; and

WHEREAS, the County, ECSC and the State have each committed to invest a substantial amount of funds and other resources for the development and construction of the Stadium Complex and each of the County, ECSC and the State would not do so without assurances that the Team will play substantially all of its Games at the Stadium upon the terms and conditions as set forth herein; and

WHEREAS, the development and construction of the Stadium Complex will provide significant economic benefits to the County and the State and their residents and businesses.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, ECSC, the State (solely with respect to Sections 4 and 5(a)) and the Bills, intending to be legally bound, hereby agree as follows:

1. Recitals and Definitions. The Recitals set forth above are true and correct in all respects and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings set forth below:

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

(b) Alternate Site: The Team shall use good faith efforts to locate a facility, to the extent available, which is located within the State and that meets NFL criteria; provided, however, that the use of any such facility shall be subject to the prior approval of the NFL, in its sole and absolute discretion. If no such facility is available, then the Team shall be permitted to use a facility outside the State. In no event shall the Team's obligation to use good faith efforts to locate a facility within or outside the State require the Bills, StadCo or the Team to take any action that would cause the Bills, StadCo or the Team to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any facility located outside the contiguous United States shall be subject to the prior written approval of the County and ECSC, such approval not to be unreasonably withheld, conditioned or delayed.

(c) Americans with Disabilities Act: The Americans with Disabilities Act of 1990, Pub. L. No. 101-336, § 2, 104 Stat. 328 (1991), as amended, supplemented and replaced from time to time.

(d) Applicable Law: Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect (including, without limitation, the Americans with Disabilities Act and Environmental Law). For purposes of this Agreement, any reference to "Applicable Law" shall also be deemed to include the Stadium Affirmative Action Plan (as defined in the Stadium Lease).

(e) Construction Defect: Any deficiency in the construction of the Stadium, including, without limitation, due to the use of defective materials, products, or components in the construction; a violation of any laws or codes applicable to the construction; a failure of the Stadium to comply with any government approvals; or a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

(f) Design Defect: Any deficiency in the design of the Stadium or in any component of Stadium that prevents the Stadium's or such component's use for its intended purpose, including, but not limited to, any errors, omissions or deficiencies in the Plans and Specifications for the Stadium (as defined in the CCA).

(g) Environmental Claim: Any notice of violation, notice of potential or actual responsibility or liability, or written claim, suit, action, demand, directive or order (including those for contribution and/or indemnity) by any Governmental Authority or other Person for any damage (including, but not limited to, personal injury, tangible or intangible property damage, natural resource damage, indirect or consequential damages, investigative costs, removal, response or remediation costs, nuisance, pollution, contamination or other adverse effects on the environment or for fines, penalties or restrictions or conditions on existing environmental permits or licenses) resulting from or relating to (i) the presence of, a Release or threatened Release into the environment of, or exposure to, any Hazardous Substance, (ii) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) the violation, or alleged violation, of any Environmental Laws or (iv) the non-compliance or alleged non-compliance with any Environmental Laws.

(h) Environmental Law: Any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution or protection of public health or the environment from Hazardous Substances (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

(i) Force Majeure: Any of the following events: strikes, lockouts, labor disputes, embargoes, fire, earthquake, flood, natural disaster, adverse weather conditions that cannot reasonably be anticipated, epidemic and/or pandemic (including, without limitation, COVID-19 or a similar public health emergency and resulting government action and/or social restrictions which may be imposed by any Governmental Authority), acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of any Governmental Authority and similar occurrence beyond the reasonable control of any Party which, in any event, are not a result of the acts or omissions of any Party, whether or not foreseeable. "Force Majeure" shall not include any Party's financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner.

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

(k) Game: Any Home Game (as defined below) or Home Playoff Game (as defined below).

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

(m) Hazardous Substances: Any pollutants, contaminants, substances, hazardous and/or toxic chemicals, carcinogens, wastes, and any ignitable, corrosive, reactive, toxic or other hazardous substances or materials, whether solids, liquids or gases (including, but not limited to, petroleum and its derivatives, PCBs, asbestos, radioactive materials, waste waters, sludge, slag and any other substance, material or waste), as defined in or regulated by any Environmental Laws or as determined by any Governmental Authority.

(n) Home Game: Any Pre-Season Game (as defined below) or any Regular Season Game (as defined below) between the Team and any other NFL Team, which is designated by the NFL in its official schedule as a “home game” for the Team.

(o) Home Playoff Game: Each Post-Season Game (as defined below) between the Team and any other NFL Team, which is designated by the NFL in its official post-season schedule as a “home game” for the Team, but excluding any Super Bowl in which the Team is a participant.

(p) Lease Year: The twelve (12) month period beginning on the Commencement Date (as defined in the Stadium Lease) and ending on the last day of the twelfth (12th) successive calendar month, and each succeeding twelve (12) month period thereafter during the Stadium Lease Term (as defined below).

(q) NFL: The National Football League.

(r) NFL Management Council: The association formed by the NFL Teams to act as the representative of such NFL Teams in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Teams.

(s) NFL Rules and Regulations: The constitution and bylaws of the NFL and the articles of association and bylaws of the NFL Management Council, including any amendments to such documents and any interpretations of such documents issued from time to time by the NFL Commissioner; all rules, regulations, practices, and resolutions of the NFL or the NFL Management Council; any existing or future agreements entered into by the NFL or the NFL Management Council; and such other rules or policies as the NFL, the NFL Management Council or the NFL Commissioner may issue from time to time that are within the issuing party’s jurisdiction and including the custom and practice thereunder.

(t) NFL Season: The period of time beginning on the day on which the first Pre-Season Game is played through the date on which the last Post-Season Game as announced by the NFL each year, encompassing, therefore, all Pre-Season Games, Regular Season Games and Post-Season Games in such period.

(u) NFL Team: Any existing or future member team of the NFL.

(v) Non-Relocation Covenants: The covenants and agreements made by, and obligations imposed on, the Bills pursuant to Sections 2, 3 and 4.

(w) Non-Relocation Default: A breach by the Bills of any of the terms, covenants, agreements or obligations of Sections 2, 3 and 4.

(x) Non-Relocation Term: The term of this Agreement, beginning on the Commencement Date (as defined in the Stadium Lease) and ending on the earlier of (i) the Stadium Lease Expiration Date (as defined below); or (ii) the date on which the Stadium Lease is terminated pursuant to its express terms and conditions.

(y) OSC: The Office of the New York State Comptroller.

(z) Person: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

(aa) Post-Season Games: The total schedule of all playoff, championship and “Super Bowl” football games played by NFL Teams.

(bb) Pre-Season Games: The total schedule of all football games played by NFL Teams in a given NFL Season prior to the commencement of the Regular Season Games.

(cc) Regular Season Games: The total schedule of all football games played by NFL Teams used by the NFL to determine which NFL Teams participate in Post-Season Games.

(dd) Release: Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migration, dumping or disposing into the environment that could give rise to an Environmental Claim or that is required to be reported pursuant to 40 C.F.R. 302 or 355, or any analogous Environmental Law.

(ee) Stadium: The new football stadium situated at the Stadium Complex.

(ff) Stadium Defect Condition: The existence of any one of the following conditions at the Stadium due to a Construction Defect or a Design Defect: (i) the condition of the Stadium is such that the NFL Rules and Regulations prohibit the playing of Games at the Stadium or will not reasonably permit the Team to continue to use, occupy and operate the Stadium in the manner customarily used and occupied by NFL Teams or their Affiliates having Comparable NFL Facilities (as defined in the Stadium Lease); (ii) the playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or (iii) any condemnation or similar action by a Governmental Authority which results in the NFL requiring the Team to play its Games at a facility other than the Stadium.

(gg) Stadium Lease Expiration Date: The earlier of (i) the date that is thirty (30) years after the Commencement Date (as defined in the Stadium Lease); provided that if such date occurs within an NFL Season or within thirty (30) days following the conclusion of an NFL Season, such date shall be automatically extended to the date that is thirty (30) days following the date of the conclusion of such NFL Season, or (ii) the date on which this Agreement is terminated pursuant to the express terms and conditions of this Agreement.

(hh) Stadium Lease Term: The term of the Stadium Lease, beginning on the Commencement Date and ending on the Stadium Lease Expiration Date.

(ii) Untenantable Condition: The existence of any one of the following conditions, but only to the extent that such condition is not the direct proximate result of (x) the failure of the Bills to perform its obligations as required under this Agreement or StadCo to perform its obligations as required under the CCA or the Stadium Lease and/or (y) a Construction Defect or a Design Defect: (i) due to any Casualty (as defined in the Stadium Lease) or Force Majeure, that is not a direct proximate result of the Bill’s or StadCo’s failure to perform, the condition of the Stadium is such that a Game could not be held or reasonably be foreseen to be held in accordance with the NFL Rules and Regulations or Applicable Law at the Stadium; (ii) the playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or

(iii) any condemnation or similar action by a Governmental Authority which results in the NFL requiring the Team to play its Games at a facility other than the Stadium.

2. Games to be Played at Stadium.

(a) Playing of Games. Subject to Section 2(b) below, and except as otherwise permitted hereunder and by the Stadium Lease, the Team shall play, and the Bills covenant and agree to cause the Team to play, all of its Games in the Stadium at all times during the Non-Relocation Term. Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, one (1) Home Game outside the Stadium that is scheduled by the NFL pursuant to an international, league-wide program, initiative or series during each NFL Season; provided, however, that such exempt Home Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season.

(b) Untenantable Condition. Notwithstanding the provisions of Section 2(a) above, if, during the Non-Relocation Term, an Untenantable Condition exists, then the Bills shall be entitled to cause the Team to play any affected Game or Games at an Alternate Site during the period in which such Untenantable Condition exists and continues to exist; provided that the Bills shall promptly furnish written notice to each of the County and ECSC of the existence of such Untenantable Condition, which notice shall identify (to the extent that such information is known by the Bills) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, and (iv) the length of any contractual commitment made by the Bills to cause the Team to play its Games at the Alternate Site. Without limiting the foregoing, upon the occurrence and during the continuance of any Untenantable Condition, the Bills shall, except in the event of a taking that results in the appropriation of title to the whole or substantially all of the Stadium Complex as set forth in Section 10.1(a) of the Stadium Lease, (x) use commercially reasonable efforts to (A) mitigate and eliminate such Untenantable Condition as soon as reasonably practicable to the extent within the reasonable control of the Bills and (B) minimize the duration of such Untenantable Condition and any contractual commitment to cause the Team to play its Games at an Alternate Site and (y) keep each of the County and ECSC reasonably apprised of the status of such Untenantable Condition.

(c) Stadium Defect Condition. Notwithstanding the provisions of Section 2(a) above, if, during the Non-Relocation Term, a Stadium Defect Condition exists, then the Bills shall be entitled to cause the Team to play any affected Game or Games at an Alternate Site during the period in which such Stadium Defect Condition exists and continues to exist, in each case, subject to the County's and ECSC's prior, written consent, not to be unreasonably withheld or delayed; provided that the parties agree that a Stadium Defect Condition exists; provided further that the Bills shall promptly furnish written notice to each of the County and ECSC of the existence of such Stadium Defect Condition, which notice shall identify (to the extent such information is available) (i) such Stadium Defect Condition, (ii) the expected duration of such Stadium Defect Condition (including the number of Games expected to be played at a proposed Alternate Site), (iii) the location of a proposed Alternate Site, and (iv) the length of any contractual commitment required to be made by the Bills to cause the Team to play its Games at an Alternate Site. Without limiting the foregoing or anything provided in the CCA, upon the occurrence and during the

continuance of any Stadium Defect Condition, the Bills shall (x) use (1) from the date hereof until the date fifteen (15) years after the date hereof, best efforts, and (2) from and after the date fifteen (15) years after the date hereof, commercially reasonable efforts to (A) mitigate and do all things necessary, proper, or advisable to eliminate such Stadium Defect Condition as soon as reasonably practicable and (B) minimize any contractual commitment to cause the Team to play its Games at an Alternate Site; and (y) keep each of the County and ECSC reasonably apprised of the status of such Stadium Defect Condition.

(d) Cancelled Games. In addition, notwithstanding the provisions of Section 2(a) above, the Team shall not be obligated to play any Games at the Stadium that have been cancelled and not rescheduled by the NFL.

3. Maintenance of the Team and the Franchise.

(a) During the Non-Relocation Term, the Bills shall: (i) keep and maintain the Team and the Franchise as a validly existing and participating NFL Team in good standing, in each case, under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing and participating NFL Team in good standing, in each case, under NFL Rules and Regulations; (iii) except as otherwise provided in Sections 2(a) through 2(d) above and/or in the Stadium Lease, keep and maintain the Stadium in accordance with the terms of the Stadium Lease as the facility designated to and by the NFL as the home facility for the Team; (iv) except as otherwise provided in Sections 2(a) through 2(d) above and/or in the Stadium Lease, continuously operate the Team at the Stadium in accordance with the NFL Rules and Regulations; and (v) maintain its principal place of business in the State as a domestic or duly qualified foreign business in good standing under all Applicable Law.

(b) Subject to the provisions of Sections 2(a) through 2(d) above, except as otherwise set forth herein, during the Non-Relocation Term, without the prior written consent of the County and ECSC, which consent shall be within the sole and absolute discretion of each of the County and ECSC, the Bills shall not: (i) apply to the NFL for, or otherwise seek, approval to allow the Team to play any Games during the Non-Relocation Term anywhere other than the Stadium; (ii) relocate, transfer or otherwise move the Team (or attempt to relocate, transfer or otherwise move the Team except as permitted by clause (iv) of this paragraph) to a location other than the Stadium; (iii) sell, assign or otherwise transfer the Team to any Person who, to the Bills' knowledge, has an intention to relocate, transfer or otherwise move the Team during the Non-Relocation Term to a location other than the Stadium; (iv) (A) entertain any offer or proposal to relocate the Team to a location other than the Stadium, (B) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Stadium, (C) enter into negotiations or agreements with third parties concerning the relocation of the Team to a location other than the Stadium, or (D) otherwise attempt to cause the playing of Games at a location other than the Stadium, except in the case of clauses (A), (B), (C) and/or (D) above, solely (x) during the last five (5) years of the Non-Relocation Term and (y) to the extent that the relocation or other action described in such clause would first take effect after the Non-Relocation Term; (v) (A) complete a transfer, assignment or surrender of the Franchise that results in the Team playing any of its Games outside of the Stadium in violation of Section 2(a), or (B) complete a transfer, assignment or surrender of the Franchise that results in the Team not playing any Games or (vi) enter into any contract or agreement to sell, assign or otherwise transfer the Team to any Person

who, to the Bills' knowledge, intends to relocate, transfer or otherwise move the Team during the Non-Relocation Term to a location other than the Stadium.

4. Transfer of Team or Franchise. The Bills shall have the right to assign, sell or otherwise transfer, in whole or in part, the Team (or the Team's rights under the Franchise), to any Person (a "**Successor Owner**"), without the prior written approval of ECSC and the County, solely if (a) such assignment, sale or transfer is conditioned on such Successor Owner being approved by the NFL in accordance with the NFL Rules and Regulations and (b) such Successor Owner executes and delivers to ECSC and the County an assignment and assumption agreement substantially in the form attached hereto as Exhibit A or such other agreement in the form and substance reasonably satisfactory to ECSC and the County whereby such Successor Owner assumes full responsibility for the performance of all of the obligations of the Bills under the Stadium Agreements (as defined in the Stadium Lease) (including under the Non-Relocation Covenants) arising on and after the date of such assignment, sale or transfer.

5. Specific Enforcement; Liquidated Damages.

(a) The Parties acknowledge that: (i) the Bills' obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential consideration for this Agreement and the other agreements being entered into by the Parties as related to the construction and development of the Stadium Complex; (ii) the Team, as property, is extraordinary and unique and that under the organization of professional football by and through the NFL, none of the County, ECSC or the State may be able to replace the Team; and (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the State, the County, ECSC and the Western New York community would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the Bills, and that equitable relief by way of a decree of specific performance or an injunction (such as a prohibitory injunction barring the Bills from relocating or playing the Games in a facility other than the Stadium or a mandatory injunction requiring the Bills to play the Games at the Stadium) is the only appropriate remedy for the enforcement of this Agreement notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the County, ECSC and the State acknowledge and agree that, in the event of a Non-Relocation Default, or the threat of a Non-Relocation Default, the County, ECSC and/or the State, as the case may be, shall first seek equitable relief before attempting to avail itself or themselves of the liquidated damages provisions set forth in Section 5(b), provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Additionally, based on the foregoing, the Bills hereby agree as follows:

(i) Provided that ECSC has not terminated the Stadium Lease, the County, the State and/or ECSC shall be entitled to seek and obtain injunctive or declaratory relief prohibiting action by the Bills, directly or indirectly, that causes a Non-Relocation Default, or mandating action that averts a Non-Relocation Default, or enforcing the Non-Relocation Covenants through specific performance.

(ii) That obligations are being incurred to make the Stadium available for Games during the Stadium Lease Term and that any Non-Relocation Default shall constitute

irreparable harm to the County, ECSC and the State for which monetary damages or other remedies at law will not be an adequate remedy.

(iii) That the rights of the County, ECSC and/or the State to injunctive relief as a result of a Non-Relocation Default, as set forth in this Section 5 and otherwise allowed under Applicable Law, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended from time to time, or any substitute therefor, and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency proceeding involving the Bills, and that this Agreement is not an “executory contract” as contemplated by Section 365 of the United States Bankruptcy Code.

(iv) That in any proceeding seeking relief for a Non-Relocation Default, any requirement for the County, ECSC and/or the State to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived.

(b) The Bills acknowledge and agree that, if, upon the occurrence of a Non-Relocation Default, including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, equitable relief is not granted by a court of competent jurisdiction for any reason, or is otherwise unavailable, the payment of liquidated damages as provided herein is the next most appropriate remedy. Therefore, the Parties agree that in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5(a), the County and ECSC, in the aggregate, will be entitled to recover from the Bills, as liquidated damages, an amount equal to the sum of without duplication, (i) the contribution by ECSC to, and expended in connection with, Project Costs (as defined in the CCA), currently expected to be \$600 million as provided in the CCA, (ii) the cash contribution by the County to, and expended in connection with, Project Costs as provided in the CCA, in the amount of \$100 million (the “**County Cash Contribution**”), (iii) the sum of the scheduled principal and interest payments on bonds issued by the County, the proceeds of which are contributed by the County to, and expended in connection with, Project Costs as provided in the CCA, which scheduled principal and interest payments are set forth on the debt service schedule in effect at the time of initial issuance of the bonds by the County (the “**County Debt Contribution**”), as well as any costs of issuance that were borne by the County in connection with the initial issuance of such bonds or (but only to the extent not otherwise accounted for pursuant to the forgoing) any costs that are to be borne by the County with respect to the bonds, as a result of the Non-Relocation Default (excluding, for the avoidance of doubt, any cost borne by the County in connection with a bond default or refinancing), (iv) any amounts contributed by ECSC to, and expended from, the Maintenance and Repair Fund (as defined in the Stadium Lease), currently expected to be \$6.67 million per year for fifteen (15) years as provided in the Stadium Lease, and (v) any amounts contributed by the County and ECSC to, and expended from, the Capital Improvement Fund (as defined in the Stadium Lease), currently expected to be \$6 million per year, increasing up to 2.2% per year, for thirty (30) years as provided in the Stadium Lease, the amounts in clauses (i), (ii), (iii), (iv) and (v) above which shall be determined as of the date on which such liquidated damages may be deemed to be payable (such sum, the “**Public Contribution**”). The Parties acknowledge and agree that liquidated damages shall decline beginning in the fifteenth (15th) Lease Year and in equal percentages each Lease Year thereafter throughout the Stadium Lease Term to zero percent (0%) upon the expiration of the Stadium Lease as provided below:

| Lease Year | Percentage of Public Contribution Owed |
|-----------------------------------|-----------------------------------------------|
| 1 st –14 th | 100% |
| 15 th | 93.75% |
| 16 th | 87.5% |
| 17 th | 81.25% |
| 18 th | 75% |
| 19 th | 68.75% |
| 20 th | 62.5% |
| 21 st | 56.25% |
| 22 nd | 50% |
| 23 rd | 43.75% |
| 24 th | 37.5% |
| 25 th | 31.25% |
| 26 th | 25% |
| 27 th | 18.75% |
| 28 th | 12.5% |
| 29 th | 6.25% |
| 30 th | 0% (\$0) |

(c) If, after the occurrence of a Non-Relocation Default, equitable relief is not granted by a court of competent jurisdiction for any reason, or is otherwise unavailable, then in addition to the liquidated damages set forth in Section 5(b) above, (x) the County and ECSC shall be entitled to recover from the Bills the reasonable costs incurred in connection with the demolition of the Stadium, if requested by the County and/or ECSC within twelve (12) months from the date of such Non-Relocation Default (subject to any ongoing legal proceedings regarding such Non-Relocation Default), and (y) the Bills shall lose any and all rights to the funds in the Capital Improvement Fund and the Maintenance and Repair Fund (each as defined in the Stadium Lease).

The Bills agree that the amount of the reasonable costs incurred in connection with the demolition of the Stadium may not be ascertainable as of the date set forth in clause (x), above, and that such provision shall be satisfied by County and/or ECSC providing notice of its intent to recover such costs.

(d) In no event may the County or ECSC seek or obtain such liquidated damages or any portion thereof, if the actions taken by the Bills in contravention of the Non-Relocation Covenants occur after the expiration of the Non-Relocation Term. It is specifically contemplated by the Parties that in the event the Non-Relocation Term expires, this Agreement and the Non-Relocation Covenants herein shall be terminated as of the Stadium Lease Expiration Date without affecting any obligation, for liquidated damages or otherwise, arising from any Non-Relocation Default which occurred prior to such Stadium Lease Expiration Date.

(e) In determining the amount of liquidated damages provided for in Section 5(b), it is acknowledged and agreed that the Parties have exercised great care to make a reasonable forecast of direct damages allowable by law that may arise from the breach of this Agreement by the Bills, taking into due consideration: (i) the loss of taxes attributable to Team operations; (ii) the extraordinary involvement, covenants and expense of the public in securing the Team's commitment to play the Games at the Stadium for the Non-Relocation Term; (iii) the consequent reduction in value of the Stadium Complex arising from the absence of the Team; (iv) the substantial economic benefit conferred upon the Team through the Stadium Lease intended to assure that the Team will play all of its Games in the Stadium for the Non-Relocation Term; (v) the detrimental effects of a breach on the County, the Western New York community; (vi) the loss of revenues to the County, the Western New York community and the State; and (vii) the amount contributed by ECSC, the County and the State to the development, construction and maintenance of the Stadium Complex, including any debt and any amounts spent from the Capital Improvement Fund and the Maintenance and Repair Fund (each as defined in the Stadium Lease), whether cash capital or otherwise. Upon a Non-Relocation Default, if injunctive relief or specific performance as provided in Section 5(a) is not granted or available to either the County, ECSC or the State, liquidated damages shall be paid by the Bills in immediately available funds in a lump sum not later than thirty (30) days from the date of the Non-Relocation Default. The Parties acknowledge that the reasonable forecast of direct damages provided in Section 5(b) is not an exact measure of actual damages, as such an exact measure would be infeasible to estimate or forecast with precision.

(f) If, upon a Non-Relocation Default, equitable relief fashioned to require the Team to play Games in the Stadium is not granted by a court of competent jurisdiction for any reason, or is not otherwise available, the Bills, for themselves and their successors, assigns and Affiliates, hereby waive any right, arising hereunder, at law, in equity or otherwise, to object to or otherwise challenge the validity, appropriateness or legitimacy of liquidated damages as the remedy for such Non-Relocation Default.

(g) Notwithstanding anything to the contrary set forth herein, the County and ECSC specifically consent to and agree that neither Party shall be permitted to enforce the provisions of this Agreement against the Bills, including, without limitation, the equitable remedies or liquidated damages provisions set forth in Sections 5(a) or Section 5(b), except with

respect to conduct engaged in by the Bills prior to the Stadium Lease Expiration Date constituting or resulting in a Non-Relocation Default.

6. All Remedies. If, upon a Non-Relocation Default, the equitable remedies and liquidated damages provided for in Section 5 are unavailable for any reason, each of the County and ECSC shall be entitled to pursue all other legal and equitable remedies against the Bills, whether or not such other remedies are specifically set forth in this Agreement. Except as expressly set forth in this Agreement, all such other legal and equitable remedies of the Parties are cumulative and may be exercised concurrently, successively, or in any order. Nothing in this Section 6 shall be read or interpreted to negate, forgo, or waive the County or ECSC's rights to obtain equitable relief or liquidated damages as set forth in Section 5 of this Agreement.

7. Termination of Agreement. This Agreement shall terminate upon the earlier of (i) the expiration or termination of the Non-Relocation Term, (ii) termination of the Stadium Lease pursuant to the express terms and conditions thereof, (iii) the mutual agreement of the Parties, (iv) the exercise by the County or ECSC of any termination remedy exercised in accordance with the provisions of this Agreement, or (v) the payment of liquidated damages in accordance with the provisions of Section 5(b) if such liquidated damages are available as a remedy and are sought by the County and ECSC; provided, however, that no such termination or cancellation shall relieve the Bills of any obligation for liquidated damages arising or accruing pursuant to this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, for clarity, the County and ECSC specifically consent and agree that neither the County nor ECSC shall be permitted to enforce the provisions of this Agreement against the Bills, including, without limitation, the equitable remedies or liquidated damages provisions set forth in Section 5(a) or Section 5(b), except with respect to any conduct engaged in by the Bills prior to the expiration of the Non-Relocation Term, which conduct constitutes or results in a Non-Relocation Default.

8. Irrevocable Nature. During the Non-Relocation Term, the Non-Relocation Covenants are absolute, irrevocable, and unconditional obligations of the Bills and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that the Bills may have to the performance thereof, except as expressly provided herein. The terms of this Section 8 shall expressly survive any termination of this Agreement.

9. Miscellaneous.

(a) No Construction Against Drafting Party. The Parties acknowledge that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by e-mail transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth

in Schedule 8(b) attached hereto (such e-mail notice to be effective on the date that confirmation of such e-mail transmission is received); provided that any Party may designate in a writing to any other party any other address or telecopier number to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding. Without limiting the generality of the foregoing, the covenant of the Bills in Section 2(a) is separate and independent from each other covenant contained herein.

(d) Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless (i) made in writing, and (ii) duly executed by the duly authorized representatives of the Parties, including, solely as to modifications to Section 4 or Section 5(a), the State. Any amendment to this Agreement shall be subject to and made in accordance with NFL Rules and Regulations, to the extent applicable, all as the same now exist or may be amended or adopted in the future. Any such amendment to this Agreement that requires the approval of the NFL is prohibited and shall be null and void unless all applicable approvals are obtained in advance. Notwithstanding anything to the contrary herein, the Parties hereby designate the NFL as a third party beneficiary of this Section 9(d) with the right to enforce the same.

(e) Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. To the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions; Interpretation. The captions of the various articles and sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such articles or sections. Where specific language is used to clarify by example a general statement contained herein (such as by using the word “including”), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words “include”, “including” and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed, in each case, by the words “without limitation.” The words “herein”, “hereto” and “hereby” and other words of similar import in this Agreement shall be deemed, in each case, to refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Any reference herein to “dollars” or “\$” shall mean United States dollars. The words “as of the date of this Agreement”, “as of the date hereof” and words of similar import shall be deemed in each case to refer to the

date this Agreement was first signed. The term “or” shall be deemed to mean “and/or”. Any reference to any particular Applicable Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified and any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(g) Governing Law; Jurisdiction and Venue.

(i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to conflict of laws provisions (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(ii) Each Party hereby agrees that all actions or proceedings arising directly or indirectly out of this Agreement shall be litigated only in the Supreme Court of the State of New York, Erie County, New York or the United States District Court for the Western District of New York. Each Party expressly submits and consents in advance to such jurisdiction and waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 9(b). Each Party agrees not to institute suit arising out of this Agreement against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Agreement kept in the County’s, ECSC’s or the Bills’ course of business may be admitted into evidence as an original.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns. This Section 9(h) shall not affect or reduce the obligations of the Bills under Section 4.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all of the non-assigning Parties; provided, however, that (a) ECSC may assign this Agreement upon two (2) business days’ prior notice to the Bills, to an Affiliate or to another public benefit corporation of the State, provided that such assignee is also assigned, and assumes full responsibility for the performance of all of the obligations of ECSC under, the Stadium Lease; and (b) subject to Section 4 above, the Bills shall have the right to assign, sell or transfer, in whole or in part, the Team (or the Team’s rights under the Franchise) to a Successor Owner upon the approval of the NFL of such assignment, sale or transfer in accordance with applicable NFL Rules and Regulations.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other Party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

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

(l) Authority. The Bills, ECSC, the County and, solely as to Section 4 and Section 5(a), the State each represent and warrant that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.

(m) No Third-Party Beneficiaries. Except as otherwise provided in Section 9(d) above, this Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, other than the State as specified herein, any remedy, claim, liability, reimbursement, cause of action or other right.

(n) OSC Approval. This Agreement is subject to review and approval by OSC pursuant to Public Authorities Law section 2879-a and the regulations issued thereunder and shall not be valid or enforceable, nor shall the ECSC have any liability of any kind arising from or in connection with this Agreement, until the earlier of: (a) receipt of approval by OSC; and (b) if no such approval or disapproval is received by OSC within ninety (90) days of submission of this Agreement to OSC pursuant to the requirements of Public Authorities Law section 2879-a and the implementing regulations, the date that is ninety (90) days after such submission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Non-Relocation Agreement as of the date and year first above written.

COUNTY OF ERIE

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

APPROVED AS TO FORM:

By: Jeremy Toth
Name: Jeremy Toth
County Attorney

STATE OF NEW YORK)
:SS
COUNTY OF Erie)

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

Natalie E Nitsche

Notary Public

NATALIE E. NITSCHÉ
No. 01NI6432331
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 05/02/2026

[Signatures continue on following page]

ERIE COUNTY STADIUM CORPORATION

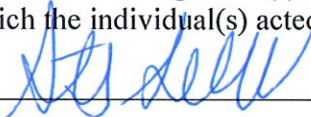
By: 
Name: Steven Ranalli
Title: President

STATE OF NEW YORK)

:SS

COUNTY OF ERIE)

On the 29 day of March in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.



Notary Public

STEPHEN P. CAWLEY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 9, 2026

[Signatures continue on following page]

BUFFALO BILLS, LLC

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

STATE OF FLORIDA)

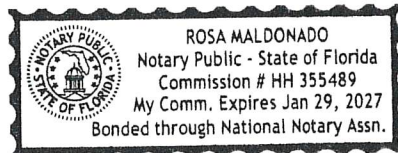
:SS

COUNTY OF PALM BEACH)

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

Rosa Maldonado

Notary Public



[Signatures continue on following page]

[Signature Page to Non-Relocation Agreement]

ACKNOWLEDGED AND AGREED
AS TO SECTION 4 & SECTION 5(a) ONLY:

STATE OF NEW YORK

By: [Signature]
Name: Steven Ranalli
Title: Authorized Signatory

STATE OF NEW YORK)
:SS

COUNTY OF ERIE)

On the 29 day of March in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

[Signature]
Notary Public

STEPHEN F. CAWLIK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 9, 2026

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of the ___ day of _____, 20 __, (the “Effective Date”) by and between Buffalo Bills, LLC, a Delaware limited liability company (the “Assignor”), and _____, a _____, (“Assignee”).

RECITALS

A. Assignor is an affiliate of Bills Stadium and Events Company, LLC, a Delaware limited liability company (“StadCo”) by virtue of the common ownership of StadCo and Assignor by Buffalo Bills Holdings, LLC, a Delaware limited liability company.

B. StadCo and Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation (“ECSC”), are parties to that certain Stadium Lease, dated as of _____, 20____, whereby StadCo leases from ECSC the Stadium Complex as more particularly described therein (as the same may be amended, supplemented, modified, renewed or extended from time to time, the “Stadium Lease”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Stadium Lease.

C. Assignor has agreed to assign to Assignee all of Assignor’s respective right, title and interest under the Stadium Agreements and the Use Agreement (collectively, the “Assigned Documents”), and Assignee has agreed to assume Assignor’s obligations under the Assigned Documents upon and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Assignee all of Assignor’s right, title, benefit, privilege and interest in, to and under the Assigned Documents.

2. Assumption. Effective as of the Effective Date, Assignee hereby (a) accepts the foregoing assignment, assumes from Assignor the Assigned Documents and agrees to pay, perform and discharge when due all of the obligations, covenants, agreements and conditions to be performed by Assignor under the Assigned Documents accruing on or after the Effective Date; and (b) agrees to be bound by all of the terms, conditions and provisions of the Assigned Documents, including compliance in all respects with the Franchise Maintenance Covenants.

3. Representations and Warranties. Assignee hereby represents and warrants to Assignor and the Authority, as of the Effective Date, as follows:

(a) Organization. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Assignee possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. Assignee has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Assignee have been duly and fully authorized and approved by all necessary and appropriate action. This Agreement has been duly executed and delivered by Assignee. The individual executing and delivering this Agreement on behalf of Assignee has all requisite power and authority to execute and deliver the same and to bind Assignee hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by Assignor, this Agreement constitutes legal, valid, and binding obligations of Assignee, enforceable against it in accordance with its terms.

(d) Governing Documents. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any provision of its certificate of formation, bylaws or other governing documents, or the NFL Rules and Regulations.

(e) Law. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to Assignee or any of its properties or assets which will have a material adverse effect on the ability of Assignee to perform and satisfy its obligations and duties hereunder.

(f) Approval by NFL. The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Agreement.

(g) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing, except for any consent, approval, waiver, amendment, authorization, notice or filing which has been obtained or waived, under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Assignee is a party or by which Assignee or any of its properties or assets are bound.

(h) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Assignee, threatened by any Person, against Assignee or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of Assignee, financially or otherwise, including ability of Assignee to perform and satisfy its obligations and duties hereunder.

4. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telecopy, facsimile or other electronic signature (such as a pdf) of any party shall be considered to have the same binding effect as an original signature.

5. Knowledge. The term “knowledge” or words of similar import shall mean the actual knowledge after reasonable inquiry of the officers or key employees of any party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

6. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Applicable Laws of the State of New York without giving effect to the principles of conflicts of law thereof.

7. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section shall not be construed or implemented in a manner that substantially deprives any party of the overall benefit of its bargain under this Agreement.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

BUFFALO BILLS, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

SCHEDULE 8(b)

To the County:

County Executive
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Telephone: (716) 858-8500
Email: mcp@erie.gov

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

Department of Public Works
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: Commissioner of Public Works
Telephone: (716) 858-8300
Email: william.geary@erie.gov

Erie County Attorney's Office
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: County Attorney
Telephone: (716) 858-2208
Email: jeremy.toth@erie.gov

Greenberg Traurig, LLP
1000 Louisiana Street
Suite 6700
Houston, Texas 77002
Attention: Franklin D. R. Jones, Jr.
Telephone: (713) 374-3530
Email: Franklin.Jones@gtlaw.com

To ECSC and the State:

c/o Empire State Development
633 Third Avenue
New York, New York 10017-6754
Attention: General Counsel
Telephone: (212) 803-3750
Email: Goldie.Weixel@esd.ny.gov

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

Sidley Austin LLP
1001 Brickell Bay Drive
Suite 900
Miami, Florida 33131
Attention: Irwin Rajj
Email: irajj@sidley.com

To the Bills:

Buffalo Bills, LLC
One Bills Drive
Orchard Park, New York 14127
Attention: Ron Raccuia
Telephone: (716) 648-1800
Ron.raccuia@bills.nfl.net

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 B. Zolke
Telephone: (310) 282-2299
