



COUNTY OF ERIE

JEREMY C. TOTH
COUNTY ATTORNEY

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DEPARTMENT OF LAW

March 29, 2023

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

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

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

RE: 2023 Stadium Lease and Related Matters

Dear Sir/Madam:

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

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

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

3. The Amendment to the Memorandum of 2013 Master Lease between the County and the ECSC, dated as of the date hereof (the "Amendment to 2013 Memorandum");

4. The Amendment to the 2013 Stadium Security Agreement between the County and the Bills, dated as of the date hereof ("Amendment to the 2013 Stadium Security Agreement");

5. The Amendment to the 2013 Non-Relocation Agreement between the County, the ECSC, the Bills and the State of New York, dated as of the date hereof ("Amendment to the 2013 Non-Relocation Agreement");

6. The Stadium Lease between ECSC, as lessor, and Bills Stadium and Events Company ("StadCo"), as lessee, with attached joinder by the County and the Bills, dated as of the date hereof (the "2023 Stadium Lease");

7. The Stadium Development and Construction Coordinating Agreement among the County, ECSC and StadCo, dated as of the date hereof (the "Construction Coordinating Agreement");

8. The Non-Relocation Agreement among the County, ECSC and the Bills (the "Non-Relocation Agreement"), dated as of the date hereof;

9. The Community Benefits Agreement between the County, the ECSC, StadCo and the Bills, dated as of the date hereof (the "CBA");

10. The Stadium Security Agreement between the County and StadCo, dated as of the date hereof (the "Stadium Security Agreement"); and

11. The Club Guaranty Agreement (the "Guaranty") by the Bills for the benefit of the County and ECSC, dated as of the date hereof.

In addition, I have reviewed and examined the following:

A. The Erie County Charter (Erie County Local Law No.1-1959, as amended); and

B. Originals or copies of such other documents, laws, statutes, ordinances, regulations and other matters as I have deemed necessary or advisable in order to render the following opinions to you and in order that you may enter into the Project Agreements to which you are a party.

Based on the foregoing, it is my opinion that:

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

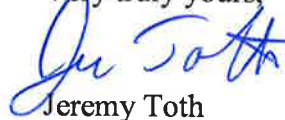
The opinions expressed herein are rendered as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and I assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter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

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

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

Very truly yours,



Jeremy Toth
Erie County Attorney